San Ysidro School District
Governing Board

BOARD MEETING MATERIALS

Thursday,
June 20, 2024
5:00 p.m.

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



General Administration

SAN YSIDRO SCHOOL DISTRICT
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, JUNE 6, 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, June 6, 2024, and conducted its business meeting at **Ocean View Hills Elementary School - Auditorium, 4919 Del Sol Blvd, San Diego, CA 92154.** This meeting was audio recorded.

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 to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: I. Lopez Time: 5:02 p.m.

2. 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 - *Absent*
Mrs. Rosaleah Pallasigue, Board Member - *Absent*

3. AGENDA
The Board approved the agenda.

Motion: Martinez Second: Rosario Vote: 3-0

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 Rosario. The vote was 3-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:04 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Legal Counsel)
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Student v. San Ysidro School District

5.2 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: District Legal Counsel Joseph Sanchez and Superintendent Gina Potter, Ed.D.
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

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

5.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 3

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

1. Item 5.1 - The Board approved a settlement agreement in the matter of Student v. San Ysidro School District. The vote was made by Board Clerk Martinez and seconded by Board President I. Lopez, with 3 votes in favor and 2 absent.

RECONVENED into OPEN SESSION at 6:03 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: 6:03 p.m.

7. 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 - *Absent*
Mrs. Rosaleah Pallasigue, Board Member - *Absent*

8. FLAG SALUTE by Ocean View Hills Elementary School 5th grade student, Sofia Lopez

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Inzunza)

9.1 Ocean View Hills Elementary School - Student and Staff Recognitions - Presented by Ocean View Hills Elementary School Principal, Erika Meza

- Student recognition for your outstanding commitment and dedication to achieving perfect attendance for multiple years at Ocean View Hills School.
    - Adaleia Grace Samson (3rd grade), Maverick Vaughn Maristela (3rd grade), Santiago Orozco (4th grade), Victor Villanueva (4th grade), Maxine Victoria Maristela (4th grade), and Rebeca Hernandez (5th grade)
- Student recognition for your commitment to the art of Ballet Folklórico, showcasing remarkable talent, and preserving and celebrating cultural heritage through dance.
    - All 5th-grade students - Ivanna Villasenor, Rebecca Hernandez, Vera Camposm, Delilah Venegas, Giselle Navarro, and Nitzia Rodriguez
- Student recognition for your exceptional dedication to reading, remarkable achievement in the A**ccelerated Reading program**, and commitment to literacy.
    - Olivia Narvaez (2nd grade), Jayla Gutierrez (3rd grade), Kevin Afokpa (4th grade) and Sofia Lopez (5th grade)
- Staff recognition for your outstanding service and dedication to the community of Ocean View Hills School, demonstrating unwavering support for our students and staff.
    - Grecia Agundez (Licensed Vocational Nurse), Marely Navarro (Special Education Instructional Aide), Claudia Renteria (Health Clerk), Ana Guzman- Instructional Media Resource Aide), Alejandrina Ruiz (Campus Aide) and Simon Lozan (Campus Aide)

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.

There were no public comments.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Vice President Rosario, Commented: 1) Congratulated all of the students who received board recognition. 2) Shared remarks about the promotion ceremonies she attended and praised everyone who helped coordinate and plan it. 3) She attended the Parent Institute for Quality Education (PIQE) parent graduation ceremonies and was the guest speaker at Willow and Vista Del Mar. 4) Shared positive remarks about the District Student Anthology event that took place in May 2024.

Board Clerk Martinez, Commented: 1) Shared positive remarks about the promotion ceremonies he attended. 2) Thanked everyone for a successful school year.

Board President I. Lopez, Commented: 1) Shared positive remarks about the promotion ceremonies she attended. 2) Praised the Ocean View Hills student ballet folklorico performers. 3) Thanked Ocean View Hills Elementary School Principal Erika Meza and Assistant Principal Vikki Viramontes-Castorena for hosting the board meeting.

Superintendent Potter, Commented: 1) The district had thirty-one outstanding promotion ceremonies. Extended gratitude on behalf of the district to everyone for their hard work in coordinating the promotions.

12. CONFERENCE SESSION

Reports/Presentations

12.1 Multilingual Language Learner Master Plan 2024-2025 - Presented by Assistant Superintendent of Educational Leadership and Pupil Services, Russell Little

12.2 Annual Update for 2024-2025 Proposed Local Control Accountability Plan (LCAP) - Presented by Assistant Superintendent of Educational Leadership and Pupil Services, Russell Little

12.3 2024-2025 Proposed Budget - Presented by Chief Business Official, Marilyn Adrianzen

13. GENERAL ADMINISTRATION

13.1 MINUTES (Potter)
The Board approved the minutes of the Regular Board Meetings of May 23, 2024, and April 11, 2024.

Motion: Martinez Second: Rosario Vote: 3-0

13.2 OPEN PUBLIC HEARING FOR PROPOSED LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) FOR THE 2024-2025 FISCAL YEAR (Little)
The Board opened the Public Hearing regarding the Proposed Local Control Accountability Plan (LCAP) for the 2024-2025 fiscal year.

Motion: Martinez Second: I. Lopez Vote: 3-0

There were no public comments.

13.3 CLOSE PUBLIC HEARING FOR PROPOSED LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) FOR THE 2024-2025 FISCAL YEAR (Little)
The Board closed the Public Hearing regarding the Proposed Local Control Accountability Plan (LCAP) for the 2024-2025 fiscal year.

Motion: Rosario Second: Martinez Vote: 3-0

13.4 OPEN PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2024-2025 (Adrianzen)
The Board opened the Public Hearing for the District's 2024-2025 Proposed Budget.

Motion: Martinez Second: I. Lopez Vote: 3-0

There were no public comments.

13.5 CLOSE PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2024-2025 (Adrianzen)
The Board closed Public Hearing for the District's 2024-2025 Proposed Budget.

Motion: Rosario Second: Martinez Vote: 3-0

14. CONSENT CALENDAR
The Board approved the Consent Calendar.

Motion: Martinez Second: Rosario Vote: 3-0

14A. PERSONNEL – CLASSIFIED

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

14A.1 Instructional Health Care Assistants
a. Bertha Hernandez Vironche, Child Development Center

14A.2 Substitute Clerk
a. Airam Grijalva, All Sites

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

14A.3 Campus Aide
a. Airam Grijalva, La Mirada

14B. PERSONNEL – CERTIFICATED

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

14B.1 Temporary Classroom Teachers K-6
a. Ana Hurtado, Smythe
b. Matthew Miramon, Ocean View Hills

14B.2 Temporary Head Start Preschool Permit Teachers
a. Sandra Ferguson, Child Development Center

14B.3 Temporary Intervention Support Teachers
a. Raymond Barrera, Willow
b. Hannah Limon, La Mirada
c. Krisvell Sanchez, Smythe

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

14B.4 Resource Specialist

a. Sashanae Buchanan, San Ysidro Middle School

RECRUITMENT (Bojorquez)

The Board approved/ratified to establish recruitment for the following as recommended by staff:

14B.5 Social Workers

14C. CURRICULUM & INSTRUCTION

14C.1 PROJECT LEAD THE WAY, INC. - LAUNCH AND GATEWAY PROGRAM PARTICIPATION (Little)

The Board approved the participation fees from Project Lead The Way, Inc. (PLTW) to continue with the Gateway and Launch Programs at all our schools during the 2024-25 school year at the total cost of $6,650.00 from the Title IV fund.

14C.2 PARTICIPATION IN READ-A-THON – VISTA DEL MAR MIDDLE (Little/Herrera-Cevallos)

The Board approved the participation in Read-A-Thon for teachers from Vista Del Mar Middle School to collect funds for the sixth-grade camp fees at no cost to the school.

14C.3 EDUCATIONAL FIELD TRIP FOR STUDENTS ATTENDING THE EXTENDED SCHOOL YEAR (ESY) PROGRAM (Little/Madera)

The Board approved the participation at the educational field trip to the Science Fleet Center for students attending the Extended School Year program on June 18, 2024, at the cost of $1,350.00 to be paid from the Special Education Fund.

14C.4 MULTILINGUAL LANGUAGE LEARNER MASTER PLAN (Little)

The Board approved the Multilingual Language Learner Master Plan.

14C.5 TECHNOLOGY INTEGRATION FROM SAVVAS LEARNING COMPANY(Little)

The Board approved the purchase of the technology integration services from Savvas Learning Company, as part of the new Social Studies adoption for grades K-6th at the total cost of $4,398.00 from the Arts and Music Discretionary Block Grant.

14C.6 PROFESSIONAL DEVELOPMENTS (Little)

The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

14D. BUSINESS

14D.1 AWARD BID NO. 2024-03 AND APPROVE CONSTRUCTION CONTRACT FOR TWO RELOCATABLES INSTALLATION AND SCIENCE/UTK CLASSROOM CONVERSION AT OCEAN VIEW HILLS SCHOOL (Iniguez)

The Board awarded Bid No. 2024-03 and approved the Contract with GQ Builders Inc. to provide the installation of two (2) relocatable buildings and conversion of the science classroom into a Universal Transition Kindergarten (UTK) classroom in the amount of $615,000.00 from the Developer Fee Funds.

Board Clerk Martinez made a motion to adjourn the meeting, seconded by Board Vice President Rosario. The vote was 3-0.

15. ADJOURNMENT Time:

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: 2023-2024 CITIZENS' BOND OVERSIGHT COMMITTEE ANNUAL REPORT

BACKGROUND INFORMATION:
Proposition 39 requires that the Citizen's Bond Oversight Committee present to the District's Governing Board in public session, an annual written report which shall include the following:

- A statement indicating whether the District is in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution; and
- A summary of the Committee's proceedings and activities for the preceding year.

RECOMMENDATION:
Information only.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

San Ysidro School District EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

CITIZENS' BOND OVERSIGHT COMMITTEE

Annual Report 2023 - 2024

SAN YSIDRO SCHOOL DISTRICT

CITIZENS' BOND OVERSIGHT COMMITTEE
MEASURE T ~ MEASURE U
2023-24 ANNUAL REPORT

I. BACKGROUND INFORMATION

B. Measure T and Measure U – Overview

On March 3, 2020, the voters of the San Ysidro School District (the "District") authorized Measure T and Measure U under the Proposition 39 statutes. Measure T ($52,985,000) and Measure U ($55,500,000) authorized the issuance of $108,485,000 million in General Obligation Bonds (the "Bonds") which will replace the Proposition C unissued bonds.

The Bonds were issued pursuant to the provisions of Chapter 2 of Part 10 of Division 1 of Title 1 of the Education Code of the State of California (Act) and pursuant to resolutions adopted by the Governing Board of the District on April 16, 2020, and were reviewed by the BOC on April 30, 2020.

Measure T ($52,985,000):

Measure T was approved by 70.09% of the San Ysidro School District voters. The highest tax rate that would be required to fund this bond issue is $0.030 per $100 of assessed valuation (or $30.00 per $100,000 of assessed valuation).

The net proceeds of the Bonds are intended to be used to make student safety and school security improvements; upgrade classroom technology; and construct, rehabilitate, acquire, equip, and furnish classrooms and school facilities.

Series A – September 17, 2020 (Issuance: $15,830,000)

This issuance of the Bonds was to pay off the District's 2017 Certificates of Participation.

Series B - August 1, 2023 (Issuance: $15,000,000)

This issuance of the Bonds was for financing improvements to and acquiring equipment for various schools in the District as authorized in the Bond Resolution.

Measure U ($55,500,000):

Measure U was approved by 68.9% of the San Ysidro School District voters. The highest tax rate that would be required to fund this bond issue is $0.030 per $100 of assessed valuation (or $30.00 per $100,000 of assessed valuation).

The net proceeds of the Bonds are intended to be used to reconstruct or replace roofs and plumbing and construct, rehabilitate, replace, acquire, equip, and furnish classrooms and school facilities.

Series A – September 17, 2020 (Issuance: $20,000,000)

This issuance of the Bonds is to fund improvements to school facilities and acquire equipment and furnishings for various schools within the District as authorized by the voters.

Series B - August 1, 2023 (Issuance: $15,000,000)

The Bonds are being issued for the purpose of financing improvements to and the acquisition of equipment for various schools in the District as authorized in the Bond Resolution.

II. Citizens' Bond Oversight Committee (BOC)

Measure T and Measure U – Citizens' Bond Oversight Committee (BOC)

- On September 9, 2021, the New Amended & Restated By-Laws were approved by the Governing Board. The new By-Laws incorporate all of the G.O. Bonds into one document.

III. BOC MEMBERS:

Member	Group Representing	Term	
1. Ricardo Macedo – Chair	Business	2nd Term (Year 1)	
2. Gloria McKearney – Vice Chair	Taxpayer Group	2nd Term (Year 1)	
3. Hilario Rodriguez	At-Large Community	2nd Term (Year 1)	
4. Kenneth Johnson	At-Large Community	2nd Term(Year 1)	
5. Juan Morales	Parent (Active)	1st Term (Year 1)	
6. Daniela Armstrong	Parent	1st Term (Year 1)	
7. Vacant	Senior Citizens Organization*		

** The District has been recruiting for the vacant position by posting on the District's website and sending out a flyer to local Senior Organizations.*

IV. BOC RESPONSIBILITIES – as established in the Bylaws of each bond measure.

- Meet regularly in public sessions, at least three times a year.
- Review expenditure reports produced by the District to ensure that bond revenues are spent in accordance with Measure T and Measure U.
- Receive and Review copies of the District's Financial Audit Report
- Inspect school facilities and grounds for which bond proceeds have been or will be expended.
- Produce an annual written report to the District's Governing Board:
  - (a) A statement indicating whether the District complies with the requirements of Article XIIIA, Section 1(b)(3) of the California Constitution; and
  - (b) A summary of the BOC proceedings and activities during the reporting period.

ACTIVITY REPORT

The BOC met on the following dates:

• August 24, 2023	• March 20, 2024
• October 26, 2023 - Canceled (Lack of Quorum	• May 16, 2024
• December 14, 2023- Canceled (Lack of Quorum	• June 20, 2024*
	**(Annual Report Presentation to the Governing Board)*

Meeting of August 24, 2023 - Regular Meeting

- Presentation - Committee's Governance Review/Orientation of the Brown Act and Robert's Rules of Order
- Approved Minutes of June 15, 2023
- Reviewed Expenditure Report
- Informational Items – a) Sale of Bonds, Series B; b) Bond Audit Firm RFP information, c) BOC Vacancies update, d) Community Flyer update
- Future Agenda Requests – Committee members had an opportunity to request that bond-related items be added to the agenda for a future BOC meeting.

Meeting of October 26, 2023 - Cancelled due to lack of quorum

Meeting of December 14, 2023 - Cancelled due to lack of quorum

Meeting of March 20, 2024 - Organizational Meeting

- Election of Citizens' Bond Oversight Committee Officers
- Committee Recognition of the ACSA 2024 Region 18 Retired Administrator of the Year to Vice Chairperson, Ms. Gloria McKearney
- Presentation - Procurement Basics for General Obligation Construction Programs, by Best Best & Krieger
- Approved Minutes of August 24, 2023.
- Reviewed Expenditure Report
- Informational Items: a) Construction Projects Re-Prioritization Plan, b) Bond Performance Report 2022, c) School Bond Transparency Report 2023, d) Bond Audit Firm RFP update, e) BOC vacancies update.
- Future Agenda Requests – Committee members had an opportunity to request that bond-related items be added to the agenda for a future BOC meeting.

Meeting of May 16, 2024 - Regular Meeting

- Approved the Minutes of March 20, 2024
- Reviewed Expenditure Report
- Reviewed and approved the 2023-24 Annual Report
- Approved the 2024-25 Meeting Schedule
- Informational Items – a) Construction Projects Re-Prioritization Plan update
- Future Agenda Requests – Committee members had an opportunity to request that bond-related items be added to the agenda for a future BOC meeting.

June 20, 2024

- BOC Chair will present the 2023-24 Annual Report to the District's Governing Board at its regular Board meeting.

V. STATEMENT OF COMPLIANCE

- **Measure T and Measure U** – Financial Audit
  Note: Wilkinson, Hadley, King & Co., LLP, an independent auditing firm, performed an audit of all the District's financial expenses, including Measure T and Measure U expenses. The latest Audit Report for 2021-22 is dated June 30, 2022, and was presented to the Governing Board at its June 22, 2023, regular Board Meeting *(A copy of the audit reports was provided to the Committee at that time and again on June 15, 2023)*.

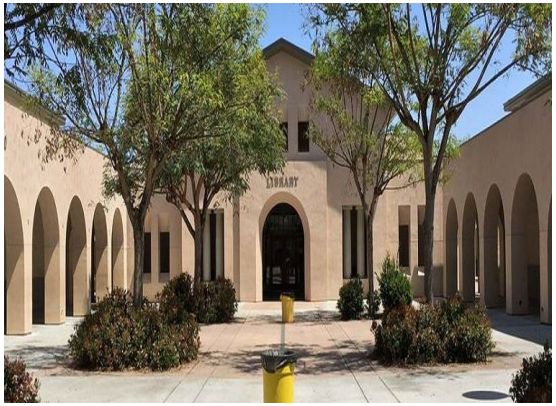
VI. ATTACHMENTS

- Financials – Expenditure Report (as of May 16, 2024)
- 2022-23 Annual Financial Report (District)
- 2022-23 Annual Financial Audit Reports for General Obligation Bond Measures T & U are still pending.
- 2021-22 Annual Financial Audit Report for General Obligation Bond Measure T
- 2021-22 Annual Financial Audit Report for General Obligation Bond Measure U

SAN YSIDRO SCHOOL DISTRICT

General Obligation Bonds

Measure T & Measure U







Citizen's Bond Oversight Committee Report

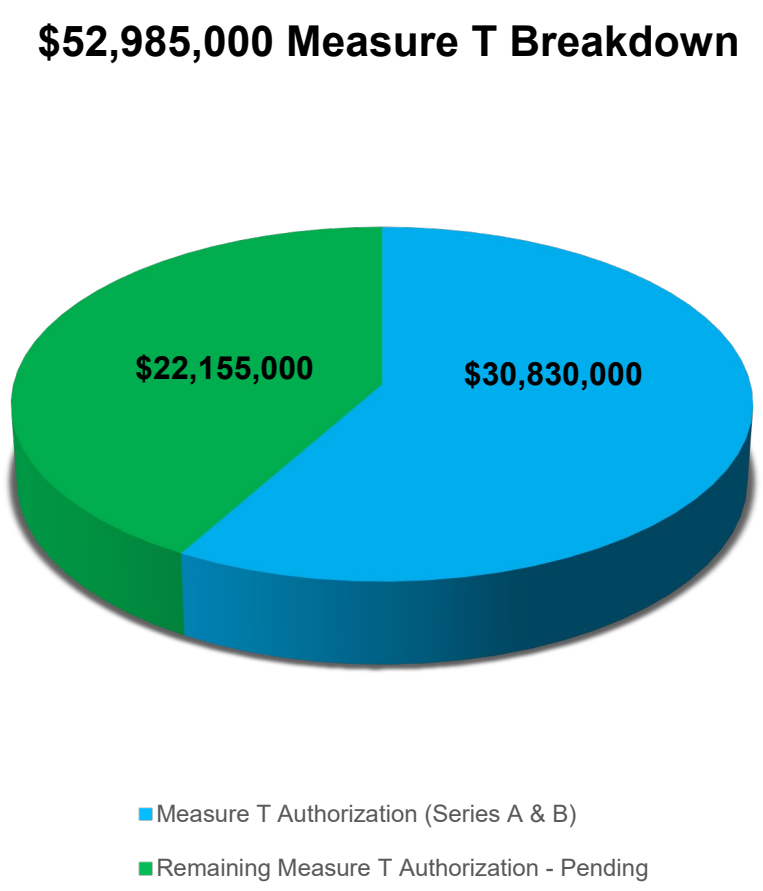
May 16, 2024

2020 GENERAL OBLIGATION BONDS

Measure T Overview

On **March 3, 2020**, the voters of the San Ysidro School District (the "District") authorized **Measure T** under the **Proposition 39 statutes**. Measure T authorized the issuance of **$52,985,000** in General Obligation Bonds (the "Bonds"). The net proceeds of the Bonds are intended to be used to make student safety and school security improvements; upgrade classroom technology; and construct, rehabilitate, acquire, equip and furnish classrooms and school facilities. **Measure T** was approved by **70.09%** of the voters of the San Ysidro School District. The highest tax rate which would be required to be levied to fund this bond issue is $0.030 per $100 of assessed valuation (or **$30.00 per $100,000 of assessed valuation**).

On September 17, 2020, the District issued its 1st series of Measure T G.O. Bonds ("Series A") in the amount of $15,830,000. The proceeds of the Series A Bonds are expected to be used to pay the interest due on the District's 2017 Certificates of Participation ("COPs") through September 1, 2022; and pay off the outstanding balance of the 2017 COPs on September 1, 2022. On August 1, 2023, the District issued it 2nd series of Measure T G.O. Bonds (Series B) in the amount of $15,000,000. The proceeds of the Series A & B Bonds are expected to be used to fund improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters.



MEASURE T GENERAL OBLIGATION BONDS

Fund 21-39 Financial Summary

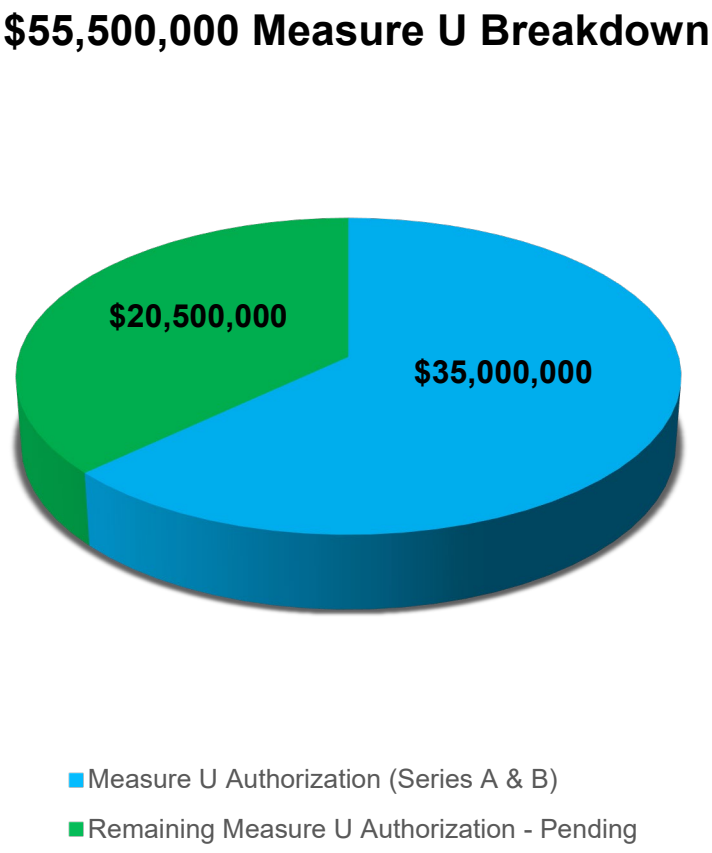
	Amount
Measure T G.O. Bond	$52,985,000.00
Measure T (Series A&B) Bonds Issued	$30,830,000.00
Unissued Measure T G.O. Bonds	$22,155,000.00
Measure T (Series A&B) Bonds Issued	$30,830,000.00
Less: Delivery Expenses	-$607,583.93
Less: 2017 Certificates of Participation Payoff	-$15,362,416.07
Less: Project Expenses	-$89,431.99
Add: Accumulated Interest/Deposits	$244,137.69
Measure T (Series A&B) Balance (as of 05-14-24)	$15,014,705.70

2020 GENERAL OBLIGATION BONDS

Measure U Overview

On **March 3, 2020**, the voters of the San Ysidro School District (the "District") authorized **Measure U** under the **Proposition 39 statutes**. Measure U authorized the issuance of **$55,500,000** in General Obligation Bonds (the "Bonds"). The net proceeds of the Bonds are intended to be used to reconstruct or replace roofs and plumbing and construct, rehabilitate, replace, acquire, equip and furnish classrooms and school facilities. **Measure U** was approved by **68.9%** of the voters of the San Ysidro School District. The highest tax rate which would be required to be levied to fund this bond issue is $0.030 per $100 of assessed valuation (or **$30.00 per $100,000 of assessed valuation**).

On September 17, 2020, the District issued its 1st series of Measure U G.O. Bonds (Series A) in the amount of $20,000,000. On August 1, 2023, the District issued it 2nd series of Measure U G.O. Bonds (Series B) in the amount of $15,000,000. The proceeds of the Series A & B Bonds are expected to be used to fund improvements to and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters.



MEASURE U GENERAL OBLIGATION BONDS

Fund 21-33 Financial Summary

	Amount
Measure U G.O. Bond	$55,500,000.00
Measure U (Series A&B) Bonds Issued	$35,000,000.00
Unissued Measure U G.O. Bonds	$20,500,000.00
Measure U (Series A&B) Bonds Issued	$35,000,000.00
Less: Delivery Expenses	-$290,041.59
Less: Project Expenses	-$5,777,780.26
Add: Accumulated Interest/Deposits	$1,399,209.83
Measure U (Series A&B) Balance (as of 05-14-24)	$30,331,387.98

Expense Detail
See Separate Report

Questions?

San Ysidro School District

County of San Diego
San Diego, California

Audit Report

June 30, 2023

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

L. Long Term Obligations

1. Long-Term Obligation Activity

Long-term obligations include debt and other long-term liabilities. Changes in long-term obligations for the year ended June 30, 2023, are as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental Activities:					
General Obligation Bonds	$ 139,506,092	$ -	$ 7,740,024	$ 131,766,068	$ 6,038,132
Bond Premiums	5,688,502	-	281,614	5,406,888	214,436
Accreted Interest	67,667,006	8,520,161	1,804,976	74,382,191	1,996,868
Total GO Bonds	212,861,600	8,520,161	9,826,614	211,555,147	8,249,436
Certificates of Participation	36,230,000	-	1,740,000	34,490,000	1,835,000
COPS Premiums	2,455,627	-	123,164	2,332,463	320,844
Total Certificates of Participation	38,685,627	-	1,863,164	36,822,463	2,155,844
Leases Payable	90,060	-	44,526	45,534	39,322
Subscriptions Payable	-	845,500	260,841	584,659	288,151
Principal Apportionment Plan	1,351,947	-	270,390	1,081,557	270,390
Total OPEB Liability*	18,578,137	-	2,033,785	16,544,352	545,600
Net Pension Liability*	33,290,775	19,175,109	-	52,465,884	-
Compensated Absences*	634,698	-	194,166	440,532	440,532
Total Governmental Activities	$ 305,492,844	$ 28,540,770	$ 14,493,486	$ 319,540,128	$ 11,989,275

*Other long-term liabilities

- Payments for general obligation bonds are made from the bond interest and redemption fund.
- Payments for certificates of participation are made from the debt service fund for blended component units.
- Payments for leases payable are made from the general fund.
- Payments for subscriptions payable are made from the general fund.
- Payments for pension contributions are made from the general fund.
- Payments for OPEB contributions are made from the general fund.
- Payments for compensated absences are made from the general fund.

2. General Obligation Bonds

The District's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The District repays general obligation bonds from voter-approved property taxes.

In 1997, registered voters authorized the issuance of $250,000,000 principal amount of general obligation bonds. Of the amounts originally authorized, $108,487,391 were not issued.

On March 3, 2020, registered voters approved Measure U authorizing the issuance of $55,500,000 in bonds to replace the bonds previously authorized in 1997. Of the amounts authorized under Measure U, $35,500,000 remains unissued.

On March 3, 2020, registered voters approved Measure T authorizing the issuance of $52,985,000 in general obligation bonds. Of the amounts authorized under Measure T, $37,155,000 remains unissued.

General obligation bonds at June 30, 2023 consisted of the following:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
1997 Election, Series D	02/01/05	3.00-4.25%	08/01/29	$ 24,619,362
1997 Election, Series E	11/15/07	4.00-5.00%	08/01/32	33,952,740
1997 Election, Series F	06/28/11	2.00-10.90%	08/01/50	17,599,623
1997 Election, Series G	05/31/12	5.45-12.00%	08/01/41	28,990,884
2012 Refunding Bonds	06/27/12	0.50-5.00%	08/01/29	29,860,000
2015 Refunding Bonds	06/03/15	2.00-5.43%	08/01/48	45,643,442
2020 Series A, Measure U	09/03/20	3.00-4.00%	08/01/45	20,000,000
2020 Series A, Measure T	09/03/20	0.37-2.97%	08/01/45	15,830,000
Total GO Bonds				$ 216,496,051

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
1997 Election, Series D					
Principal	$ 11,333,323	$ -	$ 1,330,024	$ 10,003,299	$ 1,333,132
Premium	273,584	-	32,106	241,478	32,182
Accreted Interest	16,044,351	1,382,950	1,804,976	15,622,325	1,996,868
1997 Election, Series E					
Principal	14,137,741	-	-	14,137,741	-
Premium	301,361	-	-	301,361	-
Accreted Interest	15,122,979	1,542,821	-	16,665,800	-
1997 Election, Series F					
Principal	580,702	-	-	580,702	-
Premium	35,967	-	-	35,967	-
Accreted Interest	1,206,716	200,222	-	1,406,938	-
1997 Election, Series G					
Principal	28,990,884	-	-	28,990,884	-
Premium	925,828	-	-	925,828	-
Accreted Interest	20,947,313	2,899,918	-	23,847,231	-
2012 Refunding Bonds					
Principal	11,185,000	-	1,525,000	9,660,000	1,665,000
Premium	699,519	-	95,375	604,144	103,505
2015 Refunding Bonds					
Principal	40,188,442	-	1,860,000	38,328,442	2,030,000
Premium	1,182,435	-	54,725	1,127,710	59,727
Accreted Interest	14,345,647	2,494,250	-	16,839,897	-
2020 Series A, Measure U					
Principal	18,495,000	-	1,690,000	16,805,000	810,000
Premium	2,269,808	-	99,408	2,170,400	19,022
2020 Series A, Measure T					
Principal	14,595,000	-	1,335,000	13,260,000	200,000
Total GO Bonds	$ 212,861,600	$ 8,520,161	$ 9,826,614	$ 211,555,147	$ 8,249,436

The annual requirements to amortize the bonds outstanding at June 30, 2023 are as follows:

Year Ended June 30,	Principal	Interest	Accreted Interest	Total
2024	$ 6,028,132	$ 1,625,783	$ 1,996,868	$ 9,650,783
2025	5,706,776	1,426,932	2,283,224	9,416,932
2026	6,216,794	1,237,423	2,418,206	9,872,423
2027	4,373,112	1,111,643	5,186,888	10,671,643
2028	4,485,327	1,058,758	5,644,673	11,188,758
2029-2033	20,642,397	4,518,212	36,047,603	61,208,212
2034-2038	24,101,382	3,609,085	47,083,618	74,794,085
2039-2043	25,618,475	2,244,988	67,656,525	95,519,988
2044-2048	30,225,775	419,288	88,929,225	119,574,288
2049-2053	4,367,898	-	21,447,102	25,815,000
Total	$ 131,766,068	$ 17,252,112	$ 278,693,932	$ 427,712,112

Amounts represented in the repayment schedule for accreted interest are reflective of 100% of amounts to be repaid. Amounts represented as accreted interest in the debt summary are reflective of amounts that have accrued as of June 30, 2023.

Accreted interest is the process of systematically increasing the carrying amount of capital appreciation bonds to their estimated value at the maturity date of the bond. The District imputes the effective interest rate, using the present value, the face value, and the period of the bond and multiplies the effective interest rate by the book value of the debt at the end of the period.

Premium

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and then amortize the premium over the life of the bond.

Effective interest on general obligation bonds issued at a premium are as follows:

	1997 Series D	1997 Series E	1997 Series F	1997 Series G
Total Interest Payments on Bonds	$ 30,814,643	$ 43,043,707	$ 213,389,044	$ 88,034,116
Less Bond Premium	(594,306)	(723,738)	(1,090,083)	(925,828)
Net Interest Payments	$ 30,220,337	$ 42,319,969	$ 212,298,961	$ 87,108,288
Par Amount of Bonds	24,619,362	33,952,740	17,599,623	28,990,884
Periods	25	25	39	30
Effective Interest Rate	4.91%	4.99%	30.93%	10.02%

	2012 Refunding Bonds	2015 Refunding Bonds	2020 Series A, Measure U	2020 Series A, Measure T
Total Interest Payments on Bonds	$ 9,538,616	$ 128,956,075	$ 11,487,125	$ 6,228,183
Less Bond Premium	(1,867,466)	(1,342,933)	(2,454,509)	-
Net Interest Payments	$ 7,671,150	$ 127,613,142	$ 9,032,616	$ 6,228,183
Par Amount of Bonds	29,860,000	45,643,442	20,000,000	15,830,000
Periods	18	34	25	25
Effective Interest Rate	1.43%	8.22%	1.81%	1.57%

3. Certificates of Participation

The District's certificates of participation (COPs) consist of various issues of COPs that are generally callable with interest payable semiannually. COPs proceeds pay primarily for acquiring or constructing capital facilities. The District repays COPs from the debt service fund for component units. The debt is secured by facilities owned by the District.

Certificates of participation issued by the District as of June 30, 2023 consisted of the following:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
2015 Refunding COPS	08/18/15	1.75-5.00%	09/01/34	$ 21,585,000
2016 Refunding COPS	09/29/16	2.00-4.00%	09/01/35	6,505,000
2021 COPS	04/08/21	2.00-4.00%	09/01/50	16,455,000
Total COPs				$ 44,545,000

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
2015 Refunding COPS					
Principal	$ 14,585,000	$ -	$ 1,165,000	$ 13,420,000	$ 1,230,000
Premium	1,053,299	-	84,134	969,165	88,828
2016 Refunding COPS					
Principal	5,855,000	-	185,000	5,670,000	195,000
Premium	636,959	-	20,126	616,833	212,143
2021 COPS					
Principal	15,790,000	-	390,000	15,400,000	410,000
Premium	765,369	-	18,904	746,465	19,873
Total COPs	$ 38,685,627	$ -	$ 1,863,164	$ 36,822,463	$ 2,155,844

The annual requirements to amortize the certificates of participation at June 30, 2023 are as follows:

Year Ended June 30,	Principal	Interest	Total
2024	$ 1,835,000	$ 1,266,568	$ 3,101,568
2025	1,835,000	1,190,000	3,025,000
2026	1,740,000	1,117,193	2,857,193
2027	1,795,000	1,046,543	2,841,543
2028	1,935,000	983,056	2,918,056
2029-2033	10,895,000	2,242,743	13,137,743
2034-2038	7,955,000	665,493	8,620,493
2039-2043	3,320,000	374,818	3,694,818
2044-2048	2,575,000	363,918	2,938,918
2049-2053	605,000	353,018	958,018
Total	$ 34,490,000	$ 9,603,350	$ 44,093,350

Premium

COPs premium arises when the market rate of interest is higher than the stated interest rate on the certificates. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the certificates and then amortize the premium over the life of the certificates.

Effective interest on certificates of participation issued at a premium are as follows:

	2015 Refunding COPs	2016 Refunding COPs	2021 COPS
Total Interest Payments on COPs	$ 9,324,060	$ 3,376,150	$ 6,060,569
Less COPS Premium	(1,558,824)	(707,671)	(797,602)
Net Interest Payments	$ 7,765,236	$ 2,668,479	$ 5,262,967
Par Amount of COPs	21,585,000	6,505,000	16,455,000
Periods	20	21	30
Effective Interest Rate	1.80%	1.95%	1.07%

4. Leases Payable

The District has entered into three lease agreements for the right to use equipment. The Print Shop lease agreement calls for monthly payments of $2,732 for 36 months commencing July 1, 2021 and ending June 30, 2024. The Sunset lease calls for monthly payments of $516 for 38 months commencing July 1, 2021 and ending August 31, 2024. The San Ysidro Middle School lease calls for monthly payments of $557 for 38 months commencing July 1, 2021 and ending on August 31, 2024. The leases have been discounted to present value at an imputed rate of 3.50%.

Future payments on leases payable are as follows:

Year Ended June 30,	Principal	Interest	Total
2024	$ 39,322	$ 926	$ 40,248
2025	6,212	10	6,222
Total	$ 45,534	$ 936	$ 46,470

5. Principal Apportionment Repayment Plan

In October 2019, the California Department of Education approved the request for a repayment plan to resolve the impact and overstatement of principal apportionment for the 2016-17 fiscal year as a result of the overstated attendance finding which was documented in the 2015-16 audit report. After legal involvement and review, the District and the California Department of Education have agreed on the liability of $2,163,117 to be repaid in eight annual installments consisting of seven annual installments of $270,390 each with a final installment of $270,387.

Annual installments will be withheld from principal apportionment paid to the District each year, beginning with the 2019-20 First Principal Apportionment until the full liability is satisfied. Interest on the outstanding balance of the repayment will be calculated at the rate earned on the state's short term pooled money investment account. Any interest accrued during the year will be calculated and withheld from the Second Principal Apportionment, beginning in 2021-22 until all interest charges are satisfied.

The repayment plan for the liability is as follows:

Year Ended June 30,	2016-17 Apportionment Repayments
2024	$ 270,390
2025	270,390
2026	270,390
2027	270,387
Totals	$ 1,081,557

6. Subscription Liabilities

The District entered into agreements with various companies subscribing to use of software for specified terms. Ten of the agreements resulted in subscription liabilities as defined by GASB Statement No. 96. Interest was imputed at a rate of 10% for the subscriptions.

Future payments on the subscriptions are as follows:

Year Ended June 30,	Principal	Interest	Total
2024	$ 288,151	$ 45,496	$ 333,647
2025	277,908	17,145	295,053
2026	8,834	1,462	10,296
2027	9,766	536	10,302
Total	$ 584,659	$ 64,639	$ 649,298

7. Limited Tax Obligation Bonds

On April 8, 2021, the District issued limited tax obligation bonds between the Community Facilities District (CFD) and the Public Financing Authority (PFA) for the purpose of repaying the 2021 COPs issued. Principal and interest payments are made from the CFD to the PFA semi-annually. The issuance results in both a debt to the CFD and a receivable to the PFA as follows:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
2021 Limited Obligation Bonds - CFD	04/08/21	2.00-4.00%	09/01/50	$ 16,455,000
2021 Limited Obligation Receivable - PFA	04/08/21	2.00-4.00%	09/01/50	(16,455,000)
Total Limited Obligation Bonds				$ -

	Beginning Balance	Increases	Decreases	Ending Balance
2021 Limited Obligation Bonds - CFD				
Principal	$ 15,790,000	$ -	$ 390,000	$ 15,400,000
Premium	765,369	-	18,904	746,465
2021 Limited Obligation Receivable - PFA				
Principal	(15,790,000)	-	(390,000)	(15,400,000)
Premium	(765,369)	-	(18,904)	(746,465)
Total Limited Obligation Bonds	$ -	$ -	$ -	$ -

Repayments of the limited obligation bonds are scheduled as follows:

Year Ended June 30,	CFD Principal	CFD Interest	PFA Receivable	Total
2024	$ 410,000	$ 438,818	$ (848,818)	$ -
2025	435,000	421,918	(856,918)	-
2026	450,000	404,218	(854,218)	-
2027	510,000	385,018	(895,018)	-
2028	545,000	363,918	(908,918)	-
2029-2033	3,055,000	1,468,590	(4,523,590)	-
2034-2038	3,495,000	966,320	(4,461,320)	-
2039-2043	3,320,000	55,361	(3,375,361)	-
2044-2048	2,575,000	226,328	(2,801,328)	-
2049-2053	605,000	13,120	(618,120)	-
Total	$ 15,400,000	$ 4,743,609	$ (20,143,609)	$ -

8. Compensated Absences

   Total unpaid employee compensated absences as of June 30, 2023 amounted to $440,532. This amount is included as part of long-term liabilities in the government-wide financial statements.

9. Net Pension Liability

   The District's beginning net pension liability was $33,290,775 and increased by $19,175,109 during the year ended June 30, 2023 for an ending net pension liability of $52,465,884. See Note M for additional information regarding the net pension liability.

10. Total OPEB Liability

    The District's beginning total OPEB liability was $18,578,137 and decreased by $2,033,785 during the year ended June 30, 2023 for an ending total OPEB liability of $16,544,352. See Note N for additional information regarding the total OPEB liability.

San Ysidro School District

Measure T Building Fund General Obligation Bond

Financial Statements & Supplementary Information

June 30, 2022

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

San Ysidro School District
Measure T Building Fund (21-39)
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June 30, 2022

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San Ysidro School District
Measure T Building Fund (21-39)
Introduction & Citizens' Oversight Committee Member Listing

The San Ysidro School District, a political subdivision of the State of California is located in San Diego County, and currently provides educational programs to 4,419 kindergarten through twelfth grade students.

On March 3, 2020, the voters within the District authorized Measure T general obligation bonds not to exceed $52,985,000.

Measure T bonds are Proposition 39 bonds, issued by the San Ysidro School District. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on specific projects listed as well as annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for facilities projects.

Upon the passage of Proposition 39, an accompanying piece of legislation, AB 1908 (Chapter 44, Statues of 2000), was enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond proposition pursuant to the 55% majority authorized in Proposition 39 including the formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The San Ysidro School District Citizens' Oversight Committee consisted of the following members for the fiscal year ended June 30, 2022:

Name	Position	Representative	Term Expiration
Ricardo Macedo	Chair	Business Group	Year 2
Gloria McKearny	Vice Chair	Taxpayer Group	Year 2
Hilario Rodriguez	Member	At-Large Community	Year 2
Kenneth Johnson	Member	Parent of a Student	Year 2
Holden Robbins	Member	Parent of a Student	Year 2
Leticia Gomez	Member	At-Large Community	Year 2
Manuel Lopez Jr.	Member	Senior Citizens Organization	Year 2

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report

To the Citizens' Oversight Committee
San Ysidro School District
Measure T Building Fund (21-39)
San Ysidro, California

Report on the Financial Statements

We have audited the accompanying financial statements of the San Ysidro School District Measure T Building Fund (21-39), which comprise the balance sheet as of June 30, 2022, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the San Ysidro School District Measure T Building Fund (21-39) as of June 30, 2022, and the results of its operations for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note A, the financial statements present only the Building Fund (21-39) which is specific to Measure T and is not intended to present fairly the financial position and results of operations of San Ysidro School District in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information as identified in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 13, 2023, on our consideration of San Ysidro School District Measure T Building Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated June 13, 2023 on our consideration of the District's compliance with the requirements of Proposition 39 with regards to the Measure T Building Fund (21-39). That report is an integral part of our audit of the San Ysidro School District Measure T Building Fund (21-39) for the fiscal year ended June 30, 2022 and should be considered in assessing the results of our financial audit.

El Cajon, California
June 13, 2023

SAN YSIDRO SCHOOL DISTRICT
MEASURE T BUILDING FUND (21-39)
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022
(Unaudited)

This section of the San Ysidro School Districts'(SYSD) Measure T Building Fund annual financial and performance report presents the discussion and analysis of the Measure T bond program during the fiscal year that ended June 30, 2022. This Management Discussion and Analysis (MD&A) should be read in conjunction with the Bond Fund's financial statements that immediately follow this section.

FINANCIAL HIGHLIGHTS

- On September 17, 2020 SYSD issued 2020 Election Series T bonds in the amount of $15,830,000.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts – management discussion and analysis (this section), the financial statements, and the performance audit required by state law.

The District accounts for Measure T bond activity in the District's Building Fund. The Building Fund is a governmental fund type accounted for on a modified accrual basis of accounting.

FINANCIAL ANALYSIS OF MEASURE T BUILDING FUND

Balance Sheet

The District's Measure T Building Fund balance as of June 30, 2022 was $0 (see Table A-1). The funds are used to finance the modernization and construction of school sites and refund older bonds for present value savings.

Table A-1
Measure T Building Fund
Balance Sheet

	Year Ended June 30, 2022	Year Ended June 30, 2021	Change	Percentage Change
Assets				
Cash and Investments	$ -	$ -	-	0%
Other Current Assets	-	-	-	0%
Total Assets	$ -	$ -	$ -	0%
Liabilities				
Cost of Issueance	$ -	$ -	$ -	0%
Total Liabilities	-	-	-	0%
Fund Balance				
Restricted for capital projects	-	-	-	0%
Total Fund Balance	-	-	-	0%
Total Liabilities & Fund Balance	$ -	$ -	$ -	0%

Fund Balance (or Change in Fund Balance)

The District's total Measure T Building Fund revenue and other sources decreased by $15,830,000. The total expenditures and other uses also decreased by $15,830,000.

Table A-2
Measure T Building Fund
Changes in Fund Balance

	June 30, 2022	June 30, 2021	Change	Percentage Change
Other Sources				
Proceeds from sale of bonds	-	15,830,000	(15,830,000)	100%
Total Other Sources	-	$ 15,830,000	(15,830,000)	100%
Expenditures & Other Uses				
Cost of Issueance	-	(467,584)	467,584	100%
Debt service - Interest	-	(1,362,416)	1,362,416	100%
Debt service - Principal	-	(14,000,000)	14,000,000	100%
Total Expenditures & Other Uses	-	(15,362,416)	15,830,000	100%
Change in Fund Balance	-	-	-	0%
Fund Balance - Beginning	-	-	-	0%
Fund Balance - Ending	$ -	$ -	$ -	0%

CAPITAL ASSETS

During the fiscal year ended June 30, 2022 SYSD expended no capital expenditures from Measure T funds. These expenditures are part of the SYSD total capital assets as reflected in the District's separate financial audit.

LONG TERM DEBT

The following table presents a comparison of long-term debt associated with Measure T Building Fund:

Table A-3
Measure T Building Fund
Long Term Debt

	Year Ended June 30,			Percentage
	2022	2021	Change	Change
General Obligation Bonds				
Principal Balance	$ 14,595,000	$ 15,830,000	$ (1,235,000)	-8%
Total Measure T GO Bonds	$ 14,595,000	$ 15,830,000	$ (1,235,000)	-8%

FACTORS BEARING ON THE BOND PROGRAM'S FUTURE

At the time these financial statements were prepared and audited, the District was aware of the existing circumstances that could affect its financial health in the future:

- Possible increases in building costs during construction

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the Bond Fund's finances and to determine the Bond Fund's accountability for the money it receives. Additional financial information can be obtained by contacting the following:

Business Office
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173

Financial Statements

San Ysidro School District
Measure T Building Fund (21-39)
Balance Sheet
June 30, 2022

ASSETS	
Current Assets	
Cash in county treasury	$ -
Accounts receivable	-
TOTAL ASSETS	$ -
LIABILITIES AND FUND BALANCE	
Current Liabilities	
Accounts payable	$ -
Total Liabilities	-
Fund Balance	
Restricted for capital projects	-
Total Fund Balance	-
TOTAL LIABILITIES AND FUND BALANCE	$ -

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District
Measure T Building Fund (21-39)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended June 30, 2022

OTHER SOURCES	
Proceeds from sale of bonds	$ -
TOTAL OTHER SOURCES	-
EXPENDITURES	
Current Expenditures	
Cost of Issuance:	-
Debt Service	
Interest	-
Principal	-
TOTAL EXPENDITURES	-
NET CHANGE IN FUND BALANCE	-
FUND BALANCE, BEGINNING OF YEAR	-
FUND BALANCE, END OF YEAR	$ -

The accompanying notes to the financial statements are an integral part of this statement.

A. Summary of Significant Accounting Policies

San Ysidro School District Measure T Building Fund (21-39), hereinafter referred to as the "Bond Fund", accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

1. Reporting Entity

The Bond Fund was formed to account for renovation of schools for San Ysidro School District (District), through expenditures of general obligation bonds issued under Measure T, authorized by registered voters on March 3, 2020.

The Bond Fund operates under a locally selected Citizens' Oversight Committee comprised of seven members formed in accordance with the Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code, Proposition 39. The reporting entity consists only of the Bond Fund of the District. These financial statements are intended to present only the financial position and results of operations of the Bond Fund in conformity with accounting principles generally accepted in the United States of America, and accordingly do not present the financial position and results of operations of the District.

2. Basis of Accounting – Measurement Focus

Bond Fund. The bond fund is reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Bond Fund considers all revenues reported in the fund to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of interest earned. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the Bond Fund incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the Bond Fund's policy to use restricted resources first, then unrestricted resources.

3. Encumbrances

Encumbrance accounting is used in the Bond Fund to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

4. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the Bond Fund. By state law, the District's governing board must adopt a final budget no later than July 1st. A public hearing must be conducted to receive comments prior to adoption. The District's governing board has satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

b. Expenditures

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the bond fund as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the Bond Fund.

6. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to $250,000 by the Federal Depository Insurance Corporation (FDIC). The Bond Fund does not have any cash held in banks or revolving fund. Highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §41001, the Bond Fund maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds of the District. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

Nonspendable Fund Balance represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

Restricted Fund Balance represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

Unassigned Fund Balance represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

7. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

8. Fair Value Measurements

The Bond Fund categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

Level 1 Inputs:	Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
Level 2 Inputs:	Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
Level 3 Inputs:	Unobservable inputs to an asset or liability.

9. New Accounting Pronouncements

The Bond Fund has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2022. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 87, Leases	06/2017
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018
GASB Statement 92, Omnibus 2020	01/2020
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an Amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020
GASB Statement 98, The Annual Comprehensive Financial Report	10/2021
GASB Implementation Guide No. 2019-3, Leases	08/2019
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021 (Applicable portions to the 2021-22 fiscal year)	05/2021

Implementation of these standards did not result in any changes to financial accounting or reporting for the Bond Fund.

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

Violation	Action Taken
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. General Obligation Bonds

The District's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The District repays general obligation bonds from voter-approved property taxes.

In March 2020 registered voters authorized the issuance of $52,985,000 principal amount of general obligation bonds. As of June 30, 2022, $37,155,000 of the authorized amount remains unissued.

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
2020 Go Bonds Series A	09/03/20	0.37-2.97%	08/01/45	15,830,000
Total GO Bonds				$ 15,830,000

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
2020 Series A Principal	15,830,000	-	1,235,000	14,595,000	1,335,000
Total GO Bonds	$ 15,830,000	$ -	$ 1,235,000	$ 14,595,000	$ 1,335,000

The annual requirements to amortize the bonds outstanding at June 30, 2022 are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	1,335,000	351,449	1,686,449
2024	200,000	346,833	546,833
2025	225,000	344,932	569,932
2026	245,000	342,492	587,492
2027	270,000	339,306	609,306
2028-2032	1,755,000	1,611,968	3,366,968
2033-2037	2,620,000	1,363,085	3,983,085
2038-2042	3,805,000	914,273	4,719,273
2043-2046	4,140,000	256,271	4,396,271
Totals	$ 14,595,000	$ 5,870,609	$ 20,465,609

Premium/Discount

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Bond discount arises when the market rate of interest is lower than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and the discount decrease the face value of the bond. The premium and discount are then amortized over the life of the bond using the economic interest method.

Effective interest on general obligation bonds issued at a premium/discount are as follows:

Total Interest	$ 6,228,183
Less Bond Premium	-
Net Interest	$ 6,228,183
Par Amounts of Bonds	$ 15,830,000
Periods	25
Effective Interest Rate	1.57%

D. Commitments and Contingencies

1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2022.

2. Construction Commitments

As of June 30, 2022, the Bond Fund had no outstanding construction commitments.

E. Upcoming Accounting Guidance

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement No. 99, Omnibus 2022	04/2022	2022-23 Thru 2023-24
GASB Statement No. 100, Accounting Changes and Error Corrections – An Amendment of GASB Statement No. 62	06/2022	2024-25
GASB Statement No. 101, Compensated Absences	06/2022	2024-25
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021	05/2021	2021-22 Thru 2023-24

The effects of the upcoming guidance and pronouncements on the District's financial statements has not yet been determined.

Other Independent Auditors' Reports

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Citizens' Oversight Committee
San Ysidro School District
Measure T Building Fund (21-39)
San Ysidro, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the San Ysidro School District Measure T Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise San Ysidro School District Measure T Building Fund's basic financial statements, and have issued our report thereon dated June 13, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered San Ysidro School District Measure T Building Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Ysidro School District Measure T Building Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of San Ysidro School District Measure T Building Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been detected.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether San Ysidro School District Measure T Building Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bond Fund's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Bond Fund's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

El Cajon, California
June 13, 2023

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Performance

To the Citizens' Oversight Committee
San Ysidro School District
Measure T Building Fund (21-39)
San Ysidro, California

We were engaged to conduct a performance audit of the San Ysidro School District Measure T Building Fund (21-39), herein after referred to as the Bond Fund, for the year ended June 30, 2022.

Management's Responsibility for Performance Compliance

Our audit was limited to the objectives listed with the report which includes the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

Auditor's Responsibility

Our responsibility is to express an opinion on performance based on our audit. We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Appendix A of the 2021-22 Guide for Annual Audits of K-12 Local Education Agencies*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

In planning and performing our performance audit, we obtained an understanding of the District's internal controls over the Bond Fund and related construction projects in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Bond Fund's internal control.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our findings and conclusions based upon the audit objectives.

Objectives, Scope, & Methodology of the Audit

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Measure T as approved by registered voters for the fiscal year ended June 30, 2022. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

- The proceeds from the sale of Measure T General Obligation Bonds were only used for the purposes set forth in the ballot measure and not for any other purpose, such as teacher and administrative salaries.

- The Governing Board of the San Ysidro School District (District), in establishing approved projects set forth in the ballot measure to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve facilities of the District as noted in the bond project list.

In performing our audit of compliance, we performed procedures including but not limited to those listed as follows:

Internal Control Evaluation

Procedure Performed

Inquiries were made of management regarding internal controls to:

- Prevent fraud, waste, or abuse regarding project resources
- Prevent material misstatement in the project funds
- Ensure all expenditures are properly allocated
- Ensure adequate separation of duties exists in the accounting of project funds. All purchase requisitions are reviewed for proper supporting documentation. The Facilities Director or appropriate District employee submits back up information to the business office to initiate a purchase requisition. The Facilities Director or appropriate District employee, and the Chief Business Official or appropriate designee verifies that the requested purchase is an allowable project cost in accordance with the grant agreement.

Results of Procedure Performed

The results of our audit determined the internal control procedures as designed are sufficient to meet the financial and compliance objectives required by generally accepted accounting principles and applicable laws and regulations.

Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures. There were $0 in total expenditures for the fiscal year ended June 30, 2022.

Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2021-22 fiscal year.

Tests of Expenditures

Procedures Performed

We tested expenditures to determine whether Measure T proceeds were spent solely on voter and Board approved school facilities projects as set forth in the bond Projects List and language of the Measure T ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance. There were $0 in total expenditures for the fiscal year ended June 30, 2022.

Results of Procedures Performed

Expenditures tested were found to be in compliance with the terms of the Measure T ballot Measure Ts well as applicable state laws and regulations.

Tests of Contracts and Bid Procedures

Procedures Performed

We tested expenditures under Measure T to determine if the expenditure was part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance. There were $0 in total expenditures for the fiscal year ended June 30, 2022.

Results of Procedures Performed

Expenditures tested were found to have valid contracts which were issued through proper approval of the District's Governing Board in compliance with Public Contract Code, including bid procedures.

Facilities Site Review

Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Measure T designated projects to determine whether the funds expended for the year ended June 30, 2022, were for valid facilities acquisition and construction purposes as stated in the Bond Project List. Additionally, we reviewed photographs of significant bond projects to determine projects were being completed as identified in the Bond Project List.

Results of Procedures Performed

Based on review of expenditure documentation, and other pertinent information provided, it appears no construction work was performed in 2021-22. All expenditures were related to issuing the bond and refunding prior debt service. This was consistent with the allowable expenditures identified in Measure T ballot measures.

Citizens' Oversight Committee

Procedures Performed

We reviewed the minutes of the Citizens' Oversight Committee meetings to verify compliance with Education Code Section 15278 which requires the Citizens' Oversight Committee to:

- Actively review and report on the proper expenditure of taxpayers' money for school construction.
- Advise the public as to whether the District is in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that bond revenues are expended only for purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that no funds are used for any teacher or administrative salaries or other school operating expenses.

Additionally, Education Code Section 15278 authorizes the Citizens' Oversight Committee to:

- Receive and review copies of the annual, independent performance audit.
- Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Receive and review copies of any deferred maintenance proposals or plans developed by the District.
- Review efforts by the District to maximize bond revenues by implementing cost saving measures.

Results of Procedures Performed

The Citizen's Oversight Committee (COC) held five meetings during the fiscal year ended June 30, 2022. During meetings expenditures for the 2021-22 fiscal years were reviewed and discussed. In addition, the COC reviewed and approved the annual report to the public for the 2021-22 fiscal year on May 20, 2021.

Procedure Performed

We reviewed composition of the Citizens' Oversight Committee to verify compliance with Education Code Section 15282 which requires the following:

- The Citizens' Oversight Committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms.
- One member shall be active in a business organization representing the business community located within the school district boundaries.
- One member shall be active in a senior citizens' organization.
- One member shall be active in a bona fide taxpayers' organization.
- One member shall be the parent or guardian of a child enrolled in the school district.
- One member shall be both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization.
- An employee or official of the school district shall not be appointed to the citizens' oversight committee.
- A vendor, contractor, or consultant of the school district shall not be appointed to the citizens' oversight committee.

Results of Procedures Performed

In our review of the Citizens' Oversight Committee composition for the fiscal year ended June 30, 2022, we determined that the Committee was in compliance with Education Code Section 15282.

Opinion on Performance

The results of our tests indicated that the District has complied with the requirements set forth in Measure T, approved by voters on March 3, 2020 in accordance with Proposition 39 as outlined in Article XIIIA, Section 1(b)(3)(c) of the California Constitution.

Purpose of the Report

This report is intended solely for the information and use of the District's Governing Board, the Measure T Citizens' Oversight Committee, management, and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

El Cajon, California
June 13, 2023

Auditor’s Results, Findings & Recommendations

San Ysidro School District
Measure T Building Fund (21-39)

Schedule of Auditor's Results

Year Ended June 30, 2022

FINANCIAL STATEMENTS

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
One or more material weakness(es) identified?	____ Yes	X No
One or more significant deficiencies identified that are not considered material weakness(es)?	____ Yes	X No
Noncompliance material to financial statements noted?	____ Yes	X No

PERFORMANCE AUDIT

Any audit findings disclosed that are required to be reported in accordance with *2021-22 Guide for Annual Audits of California K-12 Local Education Agencies* or Proposition 39?	____ Yes	X No

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements or performance audit that are required to be reported in accordance with *Government Auditing Standards,* or *Appendix A of the 2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

A. **Financial Statement Findings**

None

B. **Performance Audit Findings**

None

San Ysidro School District
Measure T Building Fund (21-39)

Schedule of Prior Year Audit Findings
Year Ended June 30, 2022

There was no audit performed for the fiscal year ended June 30, 2021.

San Ysidro School District

Measure U Building Fund
General Obligation Bond

Financial Statements & Supplementary Information

June 30, 2022

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

San Ysidro School District
Measure U Building Fund (21-33)
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June 30, 2022

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San Ysidro School District
Measure U Building Fund (21-33)
Introduction & Citizens' Oversight Committee Member Listing

The San Ysidro School District, a political subdivision of the State of California is located in San Diego County, and currently provides educational programs to about 4,419 kindergarten through twelfth grade students.

On March 3, 2020, the voters within the District authorized Measure U general obligation bonds not to exceed $55,500,000.

Measure U bonds are Proposition 39 bonds, issued by the County of San Diego on behalf of San Ysidro School District. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all the proceeds have been expended for facilities projects.

Upon the passage of Proposition 39, an accompanying piece of legislation, AB 1908 (Chapter 44, Statues of 2000), was enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond proposition pursuant to the 55% majority authorized in Proposition 39 including the formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The San Ysidro School District Citizens' Oversight Committee consisted of the following members for the fiscal year ended June 30, 2022:

Name	Position	Representative	Term Expiration
Ricardo Macedo	Chair	Business Group	Year 2
Gloria McKearney	Vice Chair	Taxpayer Group	Year 2
Hilario Rodriguez	Member	At-Large Community	Year 2
Kenneth Johnson	Member	Parent of Student	Year 2
Holden Robbins	Member	Parent of Student	Year 2
Leticia Gomez	Member	At-Large Community	Year 2
Manuel Lopez Jr.	Member	Senior Citizens Organization	Year 2

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report

To the Citizens' Oversight Committee
San Ysidro School District
Measure U Building Fund (21-33)
San Ysidro, California

Report on the Financial Statements

We have audited the accompanying financial statements of the San Ysidro School District Measure U Building Fund (21-33), which comprise the balance sheet as of June 30, 2022, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the San Ysidro School District Measure U Building Fund (21-33) as of June 30, 2022, and the results of its operations for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note A, the financial statements present only the Building Fund (21-33) which is specific to Measure U and is not intended to present fairly the financial position and results of operations of San Ysidro School District in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information as identified in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 13, 2023, on our consideration of San Ysidro School District Measure U Building Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated June 13, 2023 on our consideration of the District's compliance with the requirements of Proposition 39 with regards to the Measure U Building Fund (21-33). That report is an integral part of our audit of the San Ysidro School District Measure U Building Fund (21-33) for the fiscal year ended June 30, 2022 and should be considered in assessing the results of our financial audit.

El Cajon, California
June 13, 2023

San Ysidro School District
MEASURE U BUILDING FUND (21-33)
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022
(Unaudited)

This section of the San Ysidro School District's (SYSD) Measure U Building Fund annual financial and performance report presents the management discussion and analysis of the Measure U bond program during the fiscal year that ended June 30, 2022. This Management Discussion and Analysis (MD&A) should be read in conjunction with the Bond Fund's financial statements that immediately follow this section.

FINANCIAL HIGHLIGHTS

- The Measure U Building Fund expended $83,819 in other construction expenditures during the year ended June 30, 2022.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts – management discussion and analysis (this section), the financial statements, and the performance audit required by state law.

The District accounts for Measure U bond activity in the District's Building Fund. The Building Fund is a governmental fund type accounted for on a modified accrual basis of accounting.

FINANCIAL ANALYSIS OF PROPOSITION U BUILDING FUND

Balance Sheet

The District's Measure U Building Fund balance as of June 30, 2022 was $19,522,343 (see Table A-1). The funds are used to finance the modernization and construction of school sites.

Table A-1
Measure U Building Fund
Balance Sheet

	Year Ended June 30, 2022	Year Ended June 30, 2021	Change	Percentage Change
Assets				
Cash and Investments	$ 19,477,110	$ 20,004,611	$ (527,501)	-3%
Accounts Reciveable	45,233	$ -	45,233	100%
Total Assets	$ 19,522,343	$ 20,004,611	$ (482,268)	-2%
Liabilities				
Accounts Payable	$ -	$ -	$ -	0%
Total Liabilities	-	-	-	0%
Fund Balance				
Restricted for capital projects	19,522,343	20,004,611	(482,268)	-2%
Total Fund Balance	19,522,343	20,004,611	(482,268)	-2%
Total Liabilities & Fund Balance	$ 19,522,343	$ 20,004,611	$ (482,268)	-2%

Fund Balance (or Change in Fund Balance)

The District's total Measure U Building Fund revenue and other sources were ($398,449). The total expenditures and other uses were $83,819.

Table A-2
Measure U Building Fund
Changes in Fund Balance

	June 30, 2022	June 30, 2021	Change	Percentage Change
Revenues & Other Sources				
Proceeds From Sale of Bonds	$ -	$ 22,478,801	$ (22,478,801)	-100%
Interest Income	178,210	99,639	78,571	79%
Fair Market Value Adjustment	(576,659)	83,221	(659,880)	-793%
Total Revenues & Other Sources	(398,449)	$ 22,661,661	(23,060,110)	-102%
Expenditures & Other Uses				
Cost of Issuance	-	604,545	(604,545)	-100%
Other Construction Services	83,819	-	83,819	100%
Capital Outlay	-	52,500	(52,500)	-100%
Other Financing Uses	-	2,000,005	(2,000,005)	-100%
Total Expenditures & Other Uses	83,819	2,657,050	(2,573,231)	-97%
Change in Fund Balance	(482,268)	20,004,611	(20,486,879)	-102%
Fund Balance - Beginning	20,004,611	-	-	100%
Fund Balance - Ending	$ 19,522,343	$ 20,004,611	$ (482,268)	-2%

CAPITAL ASSETS

During the fiscal year ended June 30, 2022 the Measure U Building Fund did not expend anything in capital expenditures from Measure U funds.

LONG TERM DEBT

The following table presents a comparison of long-term debt associated with Measure U Building Fund:

Table A-3
Measure U Building Fund
Long Term Debt

	Year Ended June 30,			Percentage
	2022	2021	Change	Change
General Obligation Bonds				
Principal Balance	$ 18,495,000	$ 20,000,000	$ (1,505,000)	-8%
Bond Premium	2,269,808	2,454,509	(184,701)	-8%
Total Measure A GO Bonds	$ 20,764,808	$ 22,454,509	$ (1,689,701)	-8%

FACTORS BEARING ON THE BOND PROGRAM'S FUTURE

At the time these financial statements were prepared and audited, the District was aware of the existing circumstances that could affect its financial health in the future:

- Possible increases in building costs during construction
- Possible increases and delays in building costs due to COVID-19

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the Bond Fund's finances and to determine the Bond Fund's accountability for the money it receives. Additional financial information can be obtained by contacting the following:

Business Office
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 91962

Financial Statements

San Ysidro School District
Measure U Building Fund (21-33)
Balance Sheet
June 30, 2022

ASSETS		
Current Assets		
Cash in county treasury	$	19,477,110
Accounts receivable		45,233
Total Current Assets		19,522,343
TOTAL ASSETS	$	19,522,343
LIABILITIES AND FUND BALANCE		
Current Liabilities		
Total Liabilities		-
Fund Balance		
Restricted for capital projects		19,522,343
Total Fund Balance		19,522,343
TOTAL LIABILITIES AND FUND BALANCE	$	19,522,343

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District
Measure U Building Fund (21-33)

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended June 30, 2022

REVENUES & OTHER SOURCES		
Interest Income	$	178,210
Fair Market Value Adjustment		(576,659)
TOTAL REVENUES & OTHER SOURCES		(398,449)
EXPENDITURES		
Other Operating Expenses:		
Other construction services		83,819
TOTAL EXPENDITURES		83,819
NET CHANGE IN FUND BALANCE		(482,268)
FUND BALANCE, BEGINNING OF YEAR		20,004,611
FUND BALANCE, END OF YEAR	$	19,522,343

The accompanying notes to the financial statements are an integral part of this statement.

A. Summary of Significant Accounting Policies

San Ysidro School District Measure U Building Fund (21-33), hereinafter referred to as the "Bond Fund", accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

1. Reporting Entity

The Bond Fund was formed to account for renovation of schools for San Ysidro School District (District), through expenditures of general obligation bonds issued under Measure U, authorized by registered voters on March 3, 2020.

The Bond Fund operates under a locally selected Citizens' Oversight Committee comprised of seven members formed in accordance with the Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code, Proposition 39. The reporting entity consists only of the Bond Fund of the District. These financial statements are intended to present only the financial position and results of operations of the Bond Fund in conformity with accounting principles generally accepted in the United States of America, and accordingly do not present the financial position and results of operations of the District.

2. Basis of Accounting – Measurement Focus

Bond Fund. The Bond Fund is reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Bond Fund considers all revenues reported in the fund to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of interest earned. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the Bond Fund incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the Bond Fund's policy to use restricted resources first, then unrestricted resources.

3. Encumbrances

Encumbrance accounting is used in the Bond Fund to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

4. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the Bond Fund. By state law, the District's governing board must adopt a final budget no later than July 1st. A public hearing must be conducted to receive comments prior to adoption. The District's governing board has satisfied these requirements.

These budgets are revised by the District's governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

b. Expenditures

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the Bond Fund as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the Bond Fund.

6. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to $250,000 by the Federal Depository Insurance Corporation (FDIC). The Bond Fund does not have any cash held in banks or revolving fund. Highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §41001, the Bond Fund maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds of the District. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers.

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

Nonspendable Fund Balance represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

Restricted Fund Balance represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

Unassigned Fund Balance represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

7. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

8. Fair Value Measurements

The Bond Fund categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

Level 1 Inputs:	Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
Level 2 Inputs:	Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
Level 3 Inputs:	Unobservable inputs to an asset or liability.

9. New Accounting Pronouncements

The Bond Fund has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2022. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 87, Leases	06/2017
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018
GASB Statement 92, Omnibus 2020	01/2020
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an Amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020
GASB Statement 98, The Annual Comprehensive Financial Report	10/2021
GASB Implementation Guide No. 2019-3, Leases	08/2019
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021 (Applicable portions to the 2021-22 fiscal year)	05/2021

Implementation of these standards did not result in any changes to financial accounting or reporting for the Bond Fund.

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures", violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

Violation	Action Taken
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. Fair Value Measurements

The Bond Fund's investments at June 30, 2022, categorized within the fair value hierarchy established by generally accepted accounting principles, were as follows:

		Fair Value Measurement Using		
	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
External investment pools measured at fair value				
San Diego County Treasury	$ 19,477,110	$ -	$ 19,477,110	$ -
Total investments by fair value level	$ 19,477,110	$ -	$ 19,477,110	$ -

The Bond Fund is considered to be an involuntary participant in an external investment pool as the Bond Fund is required to deposit all receipts and collections of monies with their County Treasurer (Education Code §41001). The fair value of the Bond Fund's investments in the pool is reported in the accounting financial statements as amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

The San Diego County Treasury is not registered with the Securities and Exchange Commission (SEC) as an investment company; however, the County Treasury acts in accordance with investment policies monitored by a Treasury Oversight Committee consisting of members appointed by participants in the investment pool and up to five members of the public having expertise, or an academic background in, public finance. In addition, the County Treasury is audited annually by an independent auditor.

D. Cash and Investments

1. Cash in County Treasury

In accordance with Education Code §41001, the Bond Fund maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool ($19,477,110 as of June 30, 2022). The fair value of the Bond Fund's portion of this pool as of that date, as provided by the pool sponsor, was $19,477,110. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

2. Investments Authorized by the California Government Code and the District's Investment Policy

The table below identifies the investment types that are authorized for the Bond Fund by the California Government Code (or the Bond Fund's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the Bond Fund's investment policy where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the Bond Fund, rather than the general provisions of the California Government Code or the District's investment policy.

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 Years	None	None
Registered State Bonds, Notes, Warrants	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Banker's Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	25%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20% of Base	None
Medium-Term Corporate notes	5 Years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 Years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

3. Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the Bond Fund was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county treasury is restricted by Government Code §53635 pursuant to §53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by nationally recognized rating agencies are designed to give an indication of risk.

At June 30, 2022, credit risk for the Bond Fund's investments was as follows:

Investment Type	Rating	Rating Agency	Amount
County Treasurer's Investment Pool	Unrated	Not Applicable	$ 19,477,110

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the Bond Fund's name. The California Government Code and the Bond Fund's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the Bond Fund's name.

At June 30, 2022, the Bond Fund was not exposed to custodial credit risk.

c. Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The investment policy of the Bond Fund contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. Investments in any one issuer that represent five percent or more of the total investments are either an external investment pool and are therefore exempt. As such, the Bond Fund was not exposed to concentration of credit risk.

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Bond Fund maintains pooled investments with the San Diego County Treasury with a fair value of $19,447,110. The average weighted maturity for this pool was 613 days at June 30, 2022.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the Bond Fund was not exposed to foreign currency risk.

4. Investment Accounting Policy

The Bond Fund is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The Bond Fund's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The Bond Fund's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

E. Short Term Debt Activity

The Bond Fund accounts for short-term debts for maintenance purposes through the General Fund. The proceeds from loans are shown in the financial statements as other financing sources. The Bond Fund did not issue any short-term debt during the fiscal year ended June 30, 2022.

F. General Obligation Bonds

The District's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The District repays general obligation bonds from voter-approved property taxes.

In March 2020 registered voters authorized the issuance of $55,500,000 principal amount of general obligation bonds. As of June 30, 2022, $20,000,000 of the authorized amount has been issued.

General obligation bonds at June 30, 2022 consisted of the following:

	Date of Issue	Interest Rate	Maturity Date	Amount of Original Issue
2020 GO Bonds Series A	09/03/20	3.00-4.00%	08/01/45	$ 20,000,000
Total GO Bonds				$ 20,000,000

Description	Balance Beginning	Increases	Decreases	Balance End of Year	Due in One Year
2020 Election GO Bonds Series A					
Principal	$ 20,000,000	$ -	$ 1,505,000	$ 18,495,000	$ 1,690,000
Premium	2,454,509	-	184,701	2,269,808	207,406
Total 2020 Election GO Bonds	$ 22,454,509	$ -	$ 1,689,701	$ 20,764,808	$ 1,897,406

The annual requirements to amortize the bonds outstanding at June 30, 2022 are as follows:

Year Ending June 30,	Principal	Interest	Total
2023	$ 1,690,000	$ 697,550	$ 2,387,550
2024	810,000	656,000	1,466,000
2025	155,000	636,700	791,700
2025	190,000	629,800	819,800
2027	225,000	621,500	846,500
2028-2032	1,765,000	2,926,900	4,691,900
2033-2037	3,100,000	2,447,000	5,547,000
2038-2042	4,920,000	1,653,400	6,573,400
2043-2046	5,640,000	472,800	6,112,800
Totals	$ 18,495,000	$ 10,741,650	$ 29,236,650

Premium/Discount

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Bond discount arises when the market rate of interest is lower than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and the discount decrease the face value of the bond. The premium and discount are then amortized over the life of the bond using the economic interest method.

Effective interest on general obligation bonds issued at a premium/discount are as follows:

	2020 Series A
Total Interest Payments on Bonds	$ 11,487,125
Less Bond Premium	(2,454,509)
Net Interest Payments	$ 9,032,616
Par Amount of Bonds	20,000,000
Periods	25
Effective Interest Rate	1.81%

G. Commitments and Contingencies

1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2022.

2. Construction Commitments

As of June 30, 2022, the Bond Fund had not finalized project costs to show construction commitments.

H. Upcoming Accounting Guidance

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement No. 99, Omnibus 2022	04/2022	2022-23 Thru 2023-24
GASB Statement No. 100, Accounting Changes and Error Corrections – An Amendment of GASB Statement No. 62	06/2022	2024-25
GASB Statement No. 101, Compensated Absences	06/2022	2024-25
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021	05/2021	2021-22 Thru 2023-24

The effects of the upcoming guidance and pronouncements on the District's financial statements has not yet been determined.

Other Independent Auditors' Reports

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Citizens' Oversight Committee
San Ysidro School District
Measure U Building Fund (21-33)
San Ysidro, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the San Ysidro School District Measure U Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise San Ysidro Schools District Measure U Building Fund's basic financial statements, and have issued our report thereon dated June 13, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered San Ysidro School District Measure U Building Fund's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Ysidro School District Measure U Building Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of San Ysidro School District's Measure U Building Fund's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been detected.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether San Ysidro School District Measure U Building Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the San Ysidro School District Measure U's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Building Fund's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

El Cajon, California
June 13, 2023

WILKINSON HADLEY KING & CO. LLP
CPAS AND ADVISORS
El Cajon, CA | Berkeley, CA

Brian K. Hadley, CPA
Aubrey W. Mann, CPA
Kevin A. Sproul, CPA

Independent Auditor's Report on Performance

To the Citizens' Oversight Committee
San Ysidro School District
Measure U Building Fund (21-33)
San Ysidro, California

We were engaged to conduct a performance audit of the San Ysidro School District's Measure U Building Fund (21-33), herein after referred to as the Bond Fund, for the year ended June 30, 2022.

Management's Responsibility for Performance Compliance

Our audit was limited to the objectives listed with the report which includes the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

Auditor's Responsibility

Our responsibility is to express an opinion on performance based on our audit. We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Appendix A of the 2021-22 Guide for Annual Audits of K-12 Local Education Agencies*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

In planning and performing our performance audit, we obtained an understanding of the District's internal controls over the Bond Fund and related construction projects in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, but not for the purpose of expressing an opinion on the effectiveness of the Bond Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the Bond Fund's internal control.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our findings and conclusions based upon the audit objectives.

Objectives, Scope, & Methodology of the Audit

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Measure U as approved by registered voters for the fiscal year ended June 30, 2022. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

- The proceeds from the sale of Measure U General Obligation Bonds were only used for the purposes set forth in the ballot measure and not for any other purpose, such as teacher and administrative salaries.

- The Governing Board of the San Ysidro School District (District), in establishing approved projects set forth in the ballot measure to modernize, replace, renovate, construct, acquire, equip, furnish and otherwise improve facilities of the District as noted in the bond project list.

In performing our audit of compliance, we performed procedures including but not limited to those listed as follows:

Internal Control Evaluation

Procedure Performed

Inquiries were made of management regarding internal controls to:

- Prevent fraud, waste, or abuse regarding project resources
- Prevent material misstatement in the project funds
- Ensure all expenditures are properly allocated
- Ensure adequate separation of duties exists in the accounting of project funds. All purchase requisitions are reviewed for proper supporting documentation. The Facilities Director or appropriate District employee submits back up information to the business office to initiate a purchase requisition. The Facilities Director or appropriate District employee, and the Chief Business Official or appropriate designee verifies that the requested purchase is an allowable project cost in accordance with the ballot measure.

Results of Procedure Performed

The results of our audit determined the internal control procedures as designed are sufficient to meet the financial and compliance objectives required by generally accepted accounting principles and applicable laws and regulations.

Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures. Testing totaled to $79,181 or 94% of total expenditures for the fiscal year ended June 30, 2022.

Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2021-22 fiscal year.

Tests of Expenditures

Procedures Performed

We tested expenditures to determine whether Measure U proceeds were spent solely on voter and board approved school facilities projects as set forth in the Bond Projects List and language of the Measure U ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance. Testing totaled to $79,181 or 94% of total expenditures for the fiscal year ended June 30, 2022.

Results of Procedures Performed

Expenditures tested were found to be in compliance with the terms of the Measure U ballot measure as well as applicable state laws and regulations.

Tests of Contracts and Bid Procedures

Procedures Performed

We tested expenditures under Measure U to determine if the expenditure was part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance. Testing totaled $79,181 or 94% of total expenditures for the fiscal year ended June 30, 2022.

Results of Procedures Performed

Expenditures tested were found to have valid contracts which were issued through proper approval of the District's Governing Board in compliance with Public Contract Code, including bid procedures.

Facilities Site Review

Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Measure U designated projects to determine whether the funds expended for the year ended June 30, 2022, were for valid facilities acquisition and construction purposes as stated in the Bond Project List.

Results of Procedures Performed

Based on review of expenditure documentation, and other pertinent information provided, it appears the construction work performed was consistent with the Bond Project List as well as the allowable projects as identified in Measure U ballot measures.

Citizens' Oversight Committee

Procedures Performed

We reviewed the minutes of the Citizens' Oversight Committee meetings to verify compliance with Education Code Section 15278 which requires the Citizens' Oversight Committee to:

- Actively review and report on the proper expenditure of taxpayers' money for school construction.
- Advise the public as to whether the District is in compliance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that bond revenues are expended only for purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Ensure that no funds are used for any teacher or administrative salaries or other school operating expenses.

Additionally, Education Code Section 15278 authorizes the Citizens' Oversight Committee to:

- Receive and review copies of the annual, independent performance audit.
- Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
- Receive and review copies of any deferred maintenance proposals or plans developed by the District.
- Review efforts by the District to maximize bond revenues by implementing cost saving measures.

Results of Procedures Performed

The Citizen's Oversight Committee (COC) held five meetings during the fiscal year ended June 30, 2022. During meetings, expenditures for the 2021-22 fiscal year were reviewed and discussed. In addition, the COC reviewed and approved the annual report to the public for the 2021-22 fiscal year on May 20, 2021.

Procedure Performed

We reviewed composition of the Citizens' Oversight Committee to verify compliance with Education Code Section 15282 which requires the following:

- The Citizens' Oversight Committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms.
- One member shall be active in a business organization representing the business community located within the school district boundaries.
- One member shall be active in a senior citizens' organization.
- One member shall be active in a bona fide taxpayers' organization.
- One member shall be the parent or guardian of a child enrolled in the school district.
- One member shall be both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization.
- An employee or official of the school district shall not be appointed to the citizens' oversight committee.
- A vendor, contractor, or consultant of the school district shall not be appointed to the citizens' oversight committee.

Results of Procedures Performed

In our review of the Citizens' Oversight Committee composition for the fiscal year ended June 30, 2022, we determined that the Committee was in compliance with Education Code Section 15282.

Opinion on Performance

The results of our tests indicated that the District has complied with the requirements set forth in Measure U, approved by voters on March 3, 2020 in accordance with Proposition 39 as outlined in Article XIIIA, Section 1(b)(3)(c) of the California Constitution.

Purpose of the Report

This report is intended solely for the information and use of the District's Governing Board, the Measure U Citizens' Oversight Committee, management, and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

El Cajon, California
June 13, 2023

Auditor’s Results, Findings & Recommendations

San Ysidro School District
Measure U Building Fund (21-33)

Schedule of Auditor's Results

Year Ended June 30, 2022

FINANCIAL STATEMENTS

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
One or more material weakness(es) identified?	____ Yes	X No
One or more significant deficiencies identified that are not considered material weakness(es)?	____ Yes	X No
Noncompliance material to financial statements noted?	____ Yes	X No

PERFORMANCE AUDIT

Any audit findings disclosed that are required to be reported in accordance with *2021-22 Guide for Annual Audits of California K-12 Local Education Agencies* or Proposition 39?	____ Yes	X No

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements or performance audit that are required to be reported in accordance with *Government Auditing Standards,* or *Appendix A of the 2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

A. **Financial Statement Findings**

None

B. **Performance Audit Findings**

None

San Ysidro School District
Measure U Building Fund (21-33)

Schedule of Prior Year Audit Findings
Year Ended June 30, 2022

There was no audit performed for the fiscal year ended June 30, 2021.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 23/24-0045 – RESOLUTION OF FORMATION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT IN CONNECTION WITH ITS FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS

BACKGROUND INFORMATION:

California Education Code Section 15300 *et seq*. (the "SFID Law") provides for the formation of school facilities improvement districts ("SFIDs") so that a school district may issue general obligation bonds that benefit, and are repaid by, property owners in an a portion of the area of the school district. Previously, the Board of Education (the "Board") of the San Ysidro School District (the "District"), on May 23, 2024, adopted Resolution No. 23/24-0040 (the "Resolution of Intention") stating the Board's intention to form School Facilities Improvement District No. 1 of the San Ysidro School District ("SFID No. 1") comprised of the territory described in Exhibit B of the Resolution of Intention. As required by the SFID Law, the District held a public hearing regarding the formation of SFID No. 1 and thereafter adopt Resolution No. 23/24-0045 now before the Board (the "Resolution") in order to form SFID No. 1.

(a) SFID No. 1. Pursuant to the Resolution, the SFID No. 1 shall be named the "School Facilities Improvement District No. 1 of the San Ysidro School District," and will be composed of the territory described in Exhibit B of the Resolution. SFID No. 1 is being formed for the purpose of calling an election to authorize the issuance of general obligation bonds to finance facilities benefiting the students located within the boundaries of SFID No. 1.

(b) Map. A map of the boundaries of the proposed SFID No. 1 has been placed on file with the Board and is available for public inspection.

FISCAL IMPACT

There is no fiscal impact to the District resulting from the adoption of the Resolution.

RECOMMENDATION:

Open/Close Public Hearing. Approve and Adopt Resolution No. 23/24-0045.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

RESOLUTION NO. 23/24-0045

RESOLUTION OF FORMATION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT IN CONNECTION WITH ITS FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS

WHEREAS, Chapter 2, Part 10, Division 1, Title 1 (commencing with Section 15300) of the Education Code (the "Act") provides for the formation of school facilities improvement districts consisting of a portion of the territory within a school district for the issuance of general obligation bonds for such school facilities improvement district; and

WHEREAS, for the purposes of financing certain facilities as authorized under the provisions of the Act and Education Code Sections 15100 and 15264 et seq., the San Ysidro School District (the "District"), on its own initiative, intends to establish a school facilities improvement district within the boundaries of the District (the "SFID"); and

WHEREAS, as required under Section 15320 of the Act, the District has previously adopted its Resolution No. 23/24-0040 (the "Resolution of Intention") stating its intention to form the SFID, known as "School Facilities Improvement District No. 1" of the San Ysidro School District and has made certain determinations and findings required under the Act, including the determination that it is necessary and in the best interest of the District to form the SFID pursuant to the Act to finance any or all of the improvements set forth in Education Code Sections 15100 and 15264 et seq.; and

WHEREAS, as required under Section 15303 of the Act, the Board of Supervisors of San Diego County has previously adopted a resolution to cause the provisions of the Act to be applicable within San Diego County; and

WHEREAS, in connection with the hearing held on this day, the District has previously caused the publication of the notice of hearing as required under Section 15321 of the Act; and

WHEREAS, Section 15326 of the Act provides that at the conclusion of the hearing on the Resolution of Intention, the Board of Education of the District (the "Board") may by resolution order the SFID formed for the purpose and with the boundaries described in the Resolution of Intention; and

WHEREAS, on this date, the Board has held the hearing on the Resolution of Intention as required in Section 15322 of the Act and desires to adopt this Resolution of Formation to cause the formation of School Facilities Improvement District No. 1 of the San Ysidro School District, all as provided in the Act;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. The above recitals are true and correct and are incorporated herein as if fully set forth in the body of this Resolution of Formation.

Section 2. The Board hereby orders the formation of the proposed SFID and hereby designates the name "School Facilities Improvement District No. 1" of the San Ysidro School District with respect to said SFID. Such SFID shall be referred to in this Resolution of Formation as the SFID or "Improvement District No. 1".

The map ("Boundary Map") showing the exterior boundaries of Improvement District No. 1, a copy of which is attached hereto as Exhibit B, is on file with the Clerk of the Board, and the Boundary Map is and shall be available for inspection by the public at the offices of the District during regular business hours.

Section 3. Improvement District No. 1 is being formed to facilitate the issuance of general obligation bonds for Improvement District No. 1 to finance the costs of school facilities and equipment generally described in Exhibit A hereto (the "Facilities"). This Board has determined that the Facilities are consistent with the purposes set forth in Education Code Sections 15100 and 15264 et seq. This Board has further determined that the estimated cost of the Facilities is approximately $12.9 million.

Section 4. As provided in Section 15327 of the Act, the Board shall have the same rights, powers, duties and responsibilities with respect to the formation and government of Improvement District No. 1 as the Board has with respect to the District.

Section 5. This Resolution of Formation shall take effect immediately upon its passage.

ADOPTED, SIGNED and APPROVED this 20th day of June, 2024.
AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Irene Lopez
President, Board of Education
San Ysidro School District

_____
Antonio Martinez
Clerk, Board of Education
San Ysidro School District

EXHIBIT A

DESCRIPTION OF THE FACILITIES

The Facilities to be financed by School Facilities Improvement District No. 1 include the acquisition, construction, modernization, repair, upgrading, and equipping of property and facilities at La Mirada Elementary, Smythe Elementary, Sunset Elementary, Willow Elementary, San Ysidro Middle School, the Preschool & Child Development Center or at any other District facility benefiting the students residing within School Facilities Improvement District No. 1. Costs also include all design, engineering, program management, architectural and environmental compliance.

EXHIBIT B

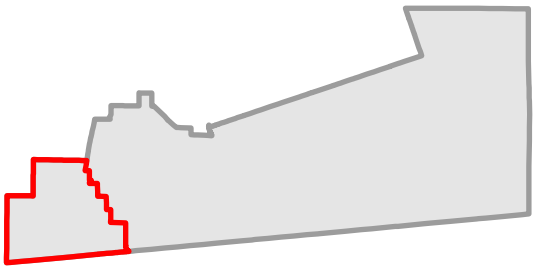
MAP

School Facilities Improvement District #1
San Ysidro School District

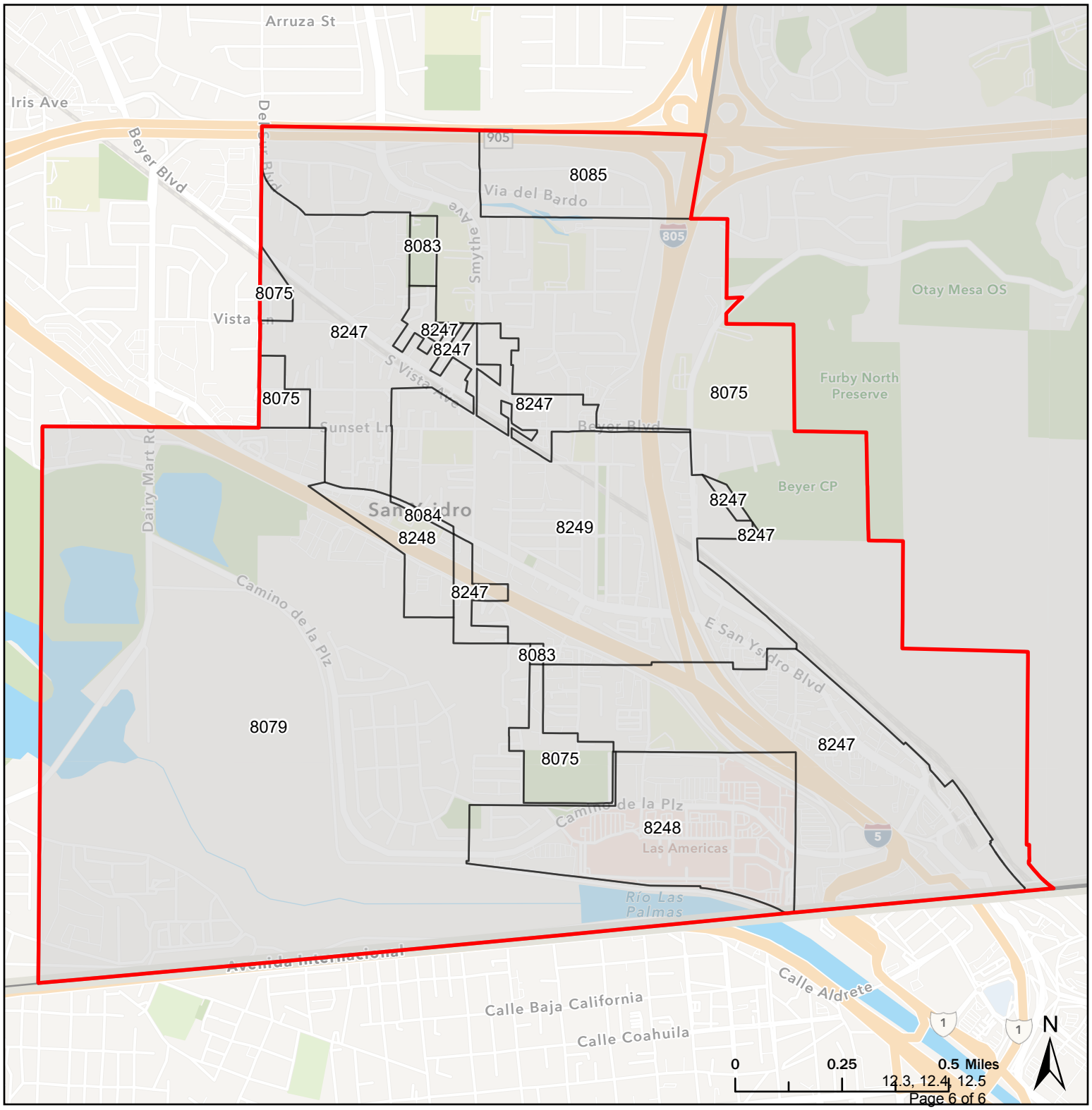
School Facilites Improvement District #1

Tax Rate Areas

San Ysidro School District Boundary



Area of detail



SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 23/24-0042 – RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHIN IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT

BACKGROUND INFORMATION:
Voters of the San Ysidro School District previously approved general obligation bond measures in March 1997 (Proposition C) and March 2020 (Measures T & U). To provide funding for critical school facilities and improvements projects, the District Board intends to place a bond measure on the November 5, 2024, ballot which would authorize SFID No. 1 of the San Ysidro School District to issue $12.9 million of bonds. Note, some of the key components of the resolution are:

(a) 75-word Ballot Language which appears in Exhibit A of the resolution.

(b) Project List which appears in Exhibit B.

(c) Tax Rate Statement which is attached separately.

FISCAL IMPACT
The bond measure will request that voters within SFID No. 1 authorize the San Ysidro School District to issue $12.9 million of general obligation bonds, the proceeds of which can be used to improve school facilities on the voter-approved project list. The bonds will be repaid from property taxes to be levied within SFID No. 1 and not from the general fund.

RECOMMENDATION:
Approve and Adopt Resolution No. 23/24-0042.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

RESOLUTION NO. 23/24-0042

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHINN IMPROVEMENT DISTRICT NO. 1 OF THE SAN YSIDRO SCHOOL DISTRICT

WHEREAS, school districts are provided the authority under the Education Code to create school facilities improvement districts which would permit a district to address specific facility needs in certain geographical sections of the district; and

WHEREAS, the Board of Education (the "Board") of the San Ysidro School District (the "District") has previously created its School Facilities Improvement District No. 1 (the "Improvement District No. 1") and established the boundaries of the Improvement District No. 1, as described in Exhibit B to Resolution No. 23/24-0042 approved by the Board on June 20, 2024; and

WHEREAS, the Board of the District is devoted to improving the quality of education in our local public schools by making classrooms safe from hazardous materials and suitable to support high quality instruction in core subjects like math, science, engineering and technology; and

WHEREAS, the Board has determined that schools benefiting the students within the Improvement District No. 1 need to be upgraded, repaired, expanded, improved and better equipped in a fiscally prudent manner to enable the District to also improve student safety and campus security by removing hazardous materials, like asbestos and by installing emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, given the age of the District's schools, additional resources are necessary to make basic improvements, including repairing leaky roofs, plumbing, heating, ventilation and electrical systems; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and classroom technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a good long-term investment; and

WHEREAS, the State of California (the "State") does not provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District conducted a facilities assessment with community engagement to identify the most pressing needs in each of the District owned schools benefiting the students within the Improvement District No. 1 to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging local schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens' oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which reduced the voter threshold for *ad valorem* property tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Act provides that the District may call an election for the purpose of seeking voter approval for the issuance of Proposition 39 general obligation bonds for the Improvement District No. 1; and

WHEREAS, San Diego County Board of Supervisors has adopted a resolution causing the provisions of the Act to be applicable within San Diego County; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District's voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities benefiting the students within the Improvement District No. 1 which will improve the health, safety and quality of education for students in the Improvement District No. 1; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District's Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Sections 15102 and 15268, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per $100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, and to request the San Diego County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq*., 15264 *et seq*., 15340 *et seq.* and Government Code Section 53506, hereby requests the San Diego County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the Improvement District No. 1 the question of whether bonds of the District in the aggregate principal amount of $12,900,000 (the "Bonds") shall be issued and sold for the purpose of raising money for the projects described in Exhibits "A" and "B" hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be November 5, 2024.

Section 3. That the purpose of the election shall be for the voters in the Improvement District No. 1 to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A," incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements benefiting the students within the Improvement District No. 1 to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits "A" and "B" are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit "B" hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limits per $100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIIIA of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq*., 15264 *et seq*., 15340 *et seq.* and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322. In connection with ordering the election pursuant to the provisions mentioned above, the District has obtained reasonable and informal projections or assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor that are available to the District.

Section 6. That the San Diego County Registrar of Voters and the San Diego County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024 within the Improvement District No. 1. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the San Diego County Registrar of Voters no later than August 9, 2024.

Section 8. That the Bonds may be issued pursuant to Education Code Section 15264 *et seq*. or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the San Diego County Registrar of Voters by the established deadlines.

Section 10. That the Board authorizes the Superintendent or designee to enter into professional services agreements with Dale Scott & Company, Inc., as municipal advisor and Stradling Yocca Carlson & Rauth LLP, as bond counsel in connection with the matters authorized by this resolution.

Section 11. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of San Diego County is requested to permit the Registrar of Voters to render

all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse San Diego County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

Section 12. That any and all members of this Board and the Superintendent are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including an argument in favor of the proposition and any rebuttal argument. The Superintendent, President of the Board, or their designees, are hereby authorized to execute any Tax Rate Statement or other document and to perform all acts necessary or required by the San Diego County Registrar of Voters, including, but not limited to, reducing the word count or otherwise modifying the language in the ballot proposition in Exhibits "A," and "B" in order to meet the requirements to place the bond proposition on the ballot.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 2024.

Irene Lopez
President, Board of Education
San Ysidro School District

Attest:

Antonio Martinez
Clerk, Board of Education
San Ysidro School District

STATE OF CALIFORNIA)
)ss
SAN DIEGO COUNTY)

I, Antonio Martinez, do hereby certify that the foregoing is a true and correct copy of Resolution No.23/24-0042, which was duly adopted by the Board of Education of the San Ysidro School District at the meeting thereof held on the 20th day of June, 2024, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Clerk

EXHIBIT A

"With funds that cannot be taken by the State and spent elsewhere, shall San Ysidro School District's measure to improve school safety; replace roofs, electrical, plumbing, heating and air-conditioning systems; add new classrooms; and repair aging restrooms at La Mirada, Smythe, Sunset, and Willow Elementary Schools, San Ysidro Middle School, and Preschool & Child Development Center be adopted, authorizing $12,900,000 of bonds with average levies below $30 per $100,000 of assessed valuation while outstanding (raising $830,000 annually), with legal rates, audits, citizen oversight and public disclosure of spending?"

Bonds – Yes

Bonds – No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION
OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1
OF THE SAN YSIDRO SCHOOL DISTRICT
BOND MEASURE ELECTION NOVEMBER 5, 2024

The following is the full proposition presented to the voters of School Facilities Improvement District No. 1 of the San Ysidro School District by the San Ysidro School District:

"With funds that cannot be taken by the State and spent elsewhere, shall San Ysidro School District's measure to improve school safety; replace roofs, electrical, plumbing, heating and air-conditioning systems; add new classrooms; and repair aging restrooms at La Mirada, Smythe, Sunset, and Willow Elementary Schools, San Ysidro Middle School, and Preschool & Child Development Center be adopted, authorizing $12,900,000 of bonds with average levies below $30 per $100,000 of assessed valuation while outstanding (raising $830,000 annually), with legal rates, audits, citizen oversight and public disclosure of spending?"

PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, equipping, furnishing or otherwise improvement of school facilities benefiting the students located within School Facilities Improvement District No. 1 of the San Ysidro School District. Additionally, funds may be utilized for the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIIIA, Section 1(b)(3). This measure authorizes bond projects to be undertaken at La Mirada Elementary, Smythe Elementary, Sunset Elementary, Willow Elementary, San Ysidro Middle School, the Preschool & Child Development Center and other educational facilities.

School Facility Project List. The items presented on the following list are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this measure. The types of projects authorized are:

- Update schools to improve student safety and security including installing additional fencing and gates, pedestrian access, walkways, lighting, reconfiguring entrances and drop-off/pickup locations, point of entry access, upgrading door locks, security cameras, and security systems, telephone infrastructure, intercom and emergency communications systems, bell systems, and fire and life safety systems
- Improve student access to updated and modern technology, including acquiring and installing all necessary network infrastructure, wiring, servers, hardware, software, computers, devices, classroom technology tools, data backup systems, cybersecurity safeguards, remote learning software and other equipment conducive to a modern learning environment
- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer and gas lines, waterlines, storm drains and valves, heating, cooling, ventilation systems and electrical systems

- Construct new or modernize, upgrade, or renovate existing classrooms and other educational facilities based on education programs or student socio-emotional needs
- Renovate and repair restrooms
- Develop, construct, install and improve outdoor areas including playgrounds, equipment, playfields, play surfaces, other athletic facilities, including locker rooms, and outdoor learning and meeting areas, hardscaping, landscaping, irrigation improvements, and building/installing shade structures and seating
- Make health and safety improvements, such as installing necessary seismic reinforcements, repairing termite damage and repairing and/or replacing aging building materials including removal of hazardous materials identified either prior to or during construction
- Repair or replace deteriorating asphalt, concrete, sidewalks, parking lots, driveways and walkways
- Renovate and modernize classrooms and school facilities including flooring, windows, window coverings, doors, lighting, interior and exterior finishes, and paint
- Renovate, expand and modernize classroom, workroom, multipurpose rooms, office and conference room spaces for a community resource center, mental health, wellness, and counseling
- Construct and equip new transitional kindergarten and pre-kindergarten classrooms, learning spaces and play areas
- Provide adequate furniture and equipment for all classrooms
- Improve energy efficiency and sustainability including installation of energy efficient lighting and systems, battery storage, electric buses and fleet and electric vehicle charging stations (to be used only with District vehicles).
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades district-wide including site access, walkways, parking, staff and student restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment and classrooms

Incidental Expenses. Each of the bond projects described in this Project List includes the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

Furnishing and Equipping. Each project is assumed to include its share of furniture, fixtures, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

Alternations to Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board of Education determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the Project List, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities.

Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Education. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this bond measure and the words used in the Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance

with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIIIA, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District's Board of Education hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the District's Board of Education and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

FISCAL ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers in School Facilities Improvement District No. 1 of the District may be assured that their money will be spent only to address specific facilities needs of the District in compliance with the requirements of Article XIIIA, Section I (b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following).

Evaluation of Needs. The Board of Education hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the project list contained in this ballot proposition.

Independent Citizens' Oversight Committee. The Board of Education shall establish an Independent Citizens' Oversight Committee pursuant to Education Code Section 15278 and following to ensure bond proceeds are expended only on the projects listed in this ballot proposition. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board of Education.

Performance Audits. The Board of Education shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects listed in this ballot proposition.

Financial Audits. The Board of Education shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the projects listed in this ballot proposition.

Special Bond Proceeds Account: Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board of Education shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited which will be a Building Fund to be held by the San Diego County Treasurer, as required by the California Education Code. As long as any proceeds of the bonds remain unexpended, the Superintendent of the District shall cause a report to be filed with the Board of Education annually stating (1) the amount of bond proceeds received and

expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the Superintendent shall determine and may be incorporated in the annual budget, audit, or another appropriate routine report to the Board of Education.

ADDITIONAL SPECIFICATIONS

Terms of the Bonds. The bonds may be issued and sold in several series in accordance with the financing plan determined by the Board of Education. Bonds may be issued pursuant to the Education Code or the Government Code at the discretion of the Board of Education at interest rates not exceeding the legal limits.

Limit on Use of Bond Proceeds. Proceeds from the sale of bonds authorized by this proposition may be used only for the construction, reconstruction, rehabilitation or replacement of school facilities including the furnishing and equipping of school facilities or acquisition or lease of real property for school facilities and not for any other purpose, including teacher and administrator salaries not related to oversight of the projects to be constructed with the bonds and other school operating expenses. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the projects being financed.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 23/24-0046 – RESOLUTION OF FORMATION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT IN CONNECTION WITH ITS FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS

BACKGROUND INFORMATION:

California Education Code Section 15300 *et seq*. (the "SFID Law") provides for the formation of school facilities improvement districts ("SFIDs") so that a school district may issue general obligation bonds that benefit, and are repaid by, property owners in an a portion of the area of the school district. Previously, the Board of Education (the "Board") of the San Ysidro School District (the "District"), on May 23, 2024, adopted Resolution No. 23/24-0041 (the "Resolution of Intention") stating the Board's intention to form School Facilities Improvement District No. 2 of the San Ysidro School District ("SFID No. 2") comprised of the territory described in Exhibit B of the Resolution of Intention. As required by the SFID Law, the District held a public hearing regarding the formation of SFID No. 2 and thereafter adopt Resolution No. 23/24-0046 to form SFID No. 2.

(a) SFID No. 2. Pursuant to the Resolution, the SFID No. 2 shall be named the "School Facilities Improvement District No. 2 of the San Ysidro School District," and will be composed of the territory described in Exhibit B of the Resolution. SFID No. 2 is being formed for the purpose of calling an election to authorize the issuance of general obligation bonds to finance facilities benefiting the students located within the boundaries of SFID No. 2.

(b) Map. A map of the boundaries of the proposed SFID No. 2 has been placed on file with the Board and is available for public inspection.

FISCAL IMPACT

There is no fiscal impact to the District resulting from the adoption of the Resolution.

RECOMMENDATION:

Open/Close Public Hearing. Approve and Adopt Resolution No. 23/24-0046.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

RESOLUTION NO. 23/24-0046

RESOLUTION OF FORMATION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT IN CONNECTION WITH ITS FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT AND TO AUTHORIZE CERTAIN OTHER ACTIONS

WHEREAS, Chapter 2, Part 10, Division 1, Title 1 (commencing with Section 15300) of the Education Code (the "Act") provides for the formation of school facilities improvement districts consisting of a portion of the territory within a school district for the issuance of general obligation bonds for such school facilities improvement district; and

WHEREAS, for the purposes of financing certain facilities as authorized under the provisions of the Act and Education Code Sections 15100 and 15264 et seq., the San Ysidro School District (the "District"), on its own initiative, intends to establish a second school facilities improvement district within the boundaries of the District (the "SFID"); and

WHEREAS, as required under Section 15320 of the Act, the District has previously adopted its Resolution No. 23/24-0041 (the "Resolution of Intention") stating its intention to form the SFID, known as "School Facilities Improvement District No. 2" of the San Ysidro School District and has made certain determinations and findings required under the Act, including the determination that it is necessary and in the best interest of the District to form the SFID pursuant to the Act to finance any or all of the improvements set forth in Education Code Sections 15100 and 15264 et seq.; and

WHEREAS, as required under Section 15303 of the Act, the Board of Supervisors of San Diego County has previously adopted a resolution to cause the provisions of the Act to be applicable within San Diego County; and

WHEREAS, in connection with the hearing held on this day, the District has previously caused the publication of the notice of hearing as required under Section 15321 of the Act; and

WHEREAS, Section 15326 of the Act provides that at the conclusion of the hearing on the Resolution of Intention, the Board of Education of the District (the "Board") may by resolution order the SFID formed for the purpose and with the boundaries described in the Resolution of Intention; and

WHEREAS, on this date, the Board has held the hearing on the Resolution of Intention as required in Section 15322 of the Act and desires to adopt this Resolution of Formation to cause the formation of School Facilities Improvement District No. 2 of the San Ysidro School District, all as provided in the Act;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. The above recitals are true and correct and are incorporated herein as if fully set forth in the body of this Resolution of Formation.

Section 2. The Board hereby orders the formation of the proposed SFID and hereby designates the name "School Facilities Improvement District No. 2" of the San Ysidro School District

with respect to said SFID. Such SFID shall be referred to in this Resolution of Formation as the SFID or "Improvement District No. 2".

The map ("Boundary Map") showing the exterior boundaries of Improvement District No. 2, a copy of which is attached hereto as Exhibit B, is on file with the Clerk of the Board, and the Boundary Map is and shall be available for inspection by the public at the offices of the District during regular business hours.

Section 3. Improvement District No. 2 is being formed to facilitate the issuance of general obligation bonds for Improvement District No. 2 to finance the costs of school facilities and equipment generally described in Exhibit A hereto (the "Facilities"). This Board has determined that the Facilities are consistent with the purposes set forth in Education Code Sections 15100 and 15264 et seq. This Board has further determined that the estimated cost of the Facilities is approximately $135.0 million.

Section 4. As provided in Section 15327 of the Act, the Board shall have the same rights, powers, duties and responsibilities with respect to the formation and government of Improvement District No. 2 as the Board has with respect to the District.

Section 5. This Resolution of Formation shall take effect immediately upon its passage.

ADOPTED, SIGNED and APPROVED this 20th day of June, 2024.
AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Irene Lopez
President, Board of Education
San Ysidro School District

_____
Antonio Martinez
Clerk, Board of Education
San Ysidro School District

EXHIBIT A

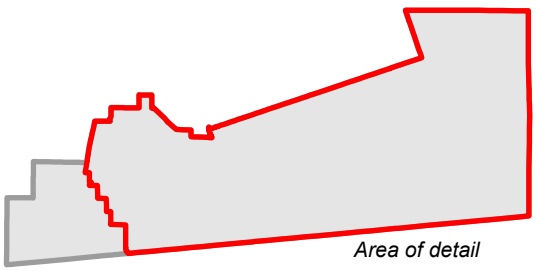
DESCRIPTION OF THE FACILITIES

The Facilities to be financed by School Facilities Improvement District No. 2 include the acquisition, construction, modernization, repair, upgrading, and equipping of property and facilities at Vista del Mar Middle School and Ocean View Hills Elementary School or at any other District facility benefiting the students residing within School Facilities Improvement District No. 2. Costs also include all design, engineering, program management, architectural and environmental compliance.

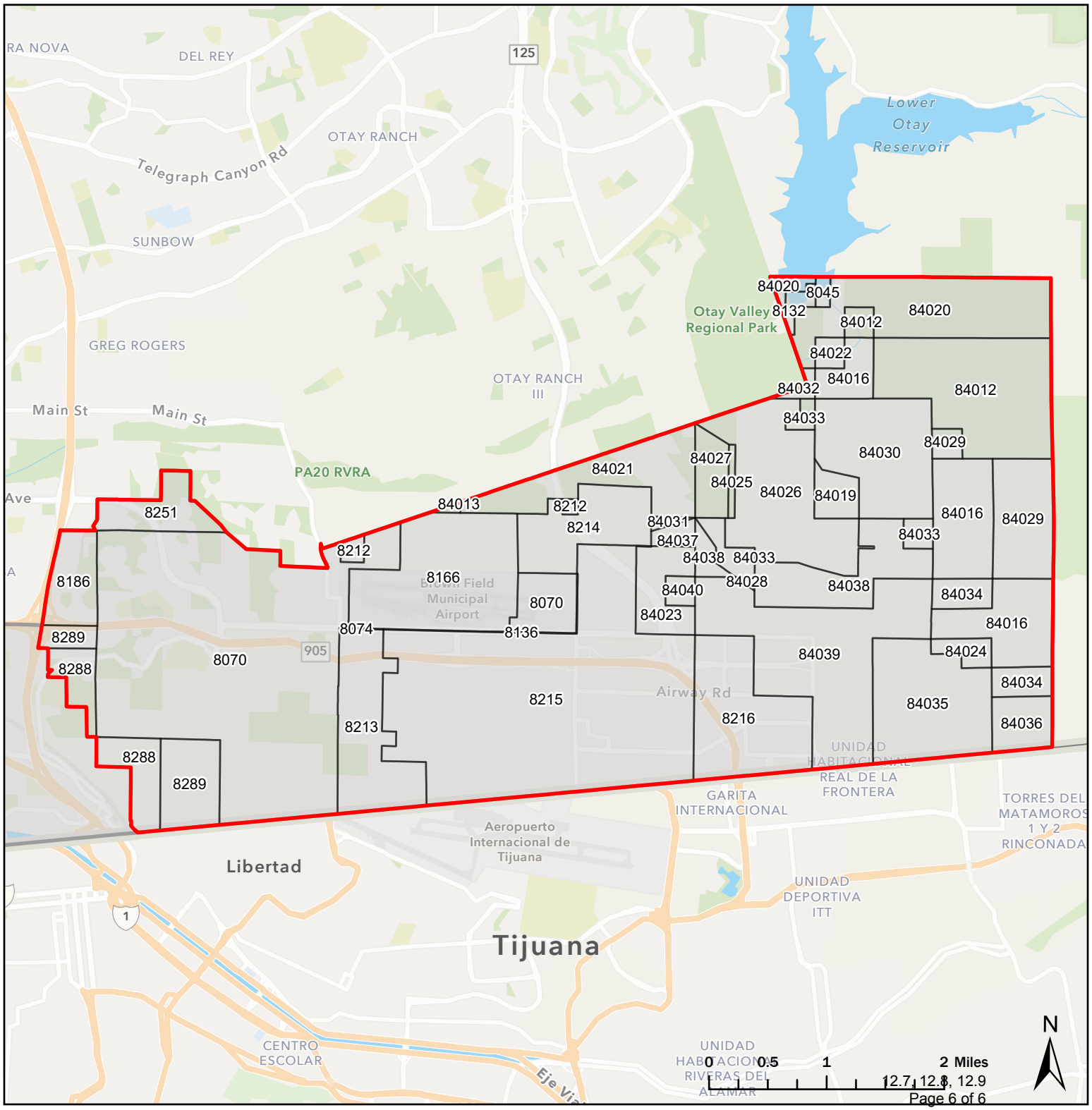
EXHIBIT B

MAP

School Facilities Improvement District #2
San Ysidro School District



- School Facilites Improvement District #2
- Tax Rate Areas
- San Ysidro School District Boundary



SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 23/24-0043 – RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHIN IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT (MEASURE B)

BACKGROUND INFORMATION:

Voters of the San Ysidro School District previously approved general obligation bond measures in March 1997 (Proposition C) and March 2020 (Measures T & U). To provide funding for critical school facilities and improvements projects, the District Board intends to place a bond measure on the November 5, 2024, ballot which would authorize SFID No. 2 of the San Ysidro School District to issue $66.5 million of bonds. Note, some of the key components of the resolution are:

(a) 75-word Ballot Language which appears in Exhibit A of the resolution.

(b) Project List which appears in Exhibit B.

(c) Tax Rate Statement which is attached separately.

FISCAL IMPACT

Bond Measure B will request that voters within SFID No. 2 authorize the San Ysidro School District to issue $66.5 million of general obligation bonds, the proceeds of which can be used to improve school facilities on the voter-approved project list. The bonds will be repaid from property taxes to be levied within SFID No. 2 and not from the general fund.

RECOMMENDATION:

Approve and Adopt Resolution No. 23/24-0043.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

RESOLUTION NO. 23/24-0043

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHINN IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT

WHEREAS, school districts are provided the authority under the Education Code to create school facilities improvement districts which would permit a district to address specific facility needs in certain geographical sections of the district; and

WHEREAS, the Board of Education (the "Board") of the San Ysidro School District (the "District") has previously created its School Facilities Improvement District No. 2 (the "Improvement District No. 2") and established the boundaries of the Improvement District No. 2, as described in Exhibit B to Resolution No. 23/24-0043 approved by the Board on June 20, 2024; and

WHEREAS, the Board of the District is devoted to improving the quality of education in our local public schools by making classrooms safe from hazardous materials and suitable to support high quality instruction in core subjects like math, science, engineering and technology; and

WHEREAS, the Board has determined that schools benefiting the students within the Improvement District No. 2 need to be upgraded, repaired, expanded, improved and better equipped in a fiscally prudent manner to enable the District to also improve student safety and campus security by removing hazardous materials, like asbestos and by installing emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, given the age of the District's schools, additional resources are necessary to make basic improvements, including repairing leaky roofs, plumbing, heating, ventilation and electrical systems; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and classroom technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a good long-term investment; and

WHEREAS, the State of California (the "State") does not provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District conducted a facilities assessment with community engagement to identify the most pressing needs in each of the District owned schools benefiting the students within the Improvement District No. 2 to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging local schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens' oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which reduced the voter threshold for *ad valorem* property tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Act provides that the District may call an election for the purpose of seeking voter approval for the issuance of Proposition 39 general obligation bonds for the Improvement District No. 2; and

WHEREAS, San Diego County Board of Supervisors has adopted a resolution causing the provisions of the Act to be applicable within San Diego County; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District's voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities benefiting the students within the Improvement District No. 2 which will improve the health, safety and quality of education for students in the Improvement District No. 2; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District's Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Sections 15102 and 15268, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per $100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, and to request the San Diego County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq*., 15264 *et seq*., 15340 *et seq.* and Government Code Section 53506, hereby requests the San Diego County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the Improvement District No. 2 the question of whether bonds of the District in the aggregate principal amount of $66,500,000 (the "Bonds") shall be issued and sold for the purpose of raising money for the projects described in Exhibits "A" and "B" hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be November 5, 2024.

Section 3. That the purpose of the election shall be for the voters in the Improvement District No. 2 to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A," incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements benefiting the students within the Improvement District No. 2 to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits "A" and "B" are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit "B" hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limits per $100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIIIA of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq*., 15264 *et seq*., 15340 *et seq.* and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322. In connection with ordering the election pursuant to the provisions mentioned above, the District has obtained reasonable and informal projections or assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor that are available to the District.

Section 6. That the San Diego County Registrar of Voters and the San Diego County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024 within the Improvement District No. 2. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the San Diego County Registrar of Voters no later than August 9, 2024.

Section 8. That the Bonds may be issued pursuant to Education Code Section 15264 *et seq*. or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the San Diego County Registrar of Voters by the established deadlines.

Section 10. That the Board authorizes the Superintendent or designee to enter into professional services agreements with Dale Scott & Company, Inc., as municipal advisor and Stradling Yocca Carlson & Rauth LLP, as bond counsel in connection with the matters authorized by this resolution.

Section 11. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of San Diego County is requested to permit the Registrar of Voters to render

all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse San Diego County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

Section 12. That any and all members of this Board and the Superintendent are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including an argument in favor of the proposition and any rebuttal argument. The Superintendent, President of the Board, or their designees, are hereby authorized to execute any Tax Rate Statement or other document and to perform all acts necessary or required by the San Diego County Registrar of Voters, including, but not limited to, reducing the word count or otherwise modifying the language in the ballot proposition in Exhibits "A," and "B" in order to meet the requirements to place the bond proposition on the ballot.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 2024.

_____
President, Board of Education
San Ysidro School District

Attest:

_____
Clerk, Board of Education
San Ysidro School District

STATE OF CALIFORNIA)
)ss
SAN DIEGO COUNTY)

I, Antonio Martinez, do hereby certify that the foregoing is a true and correct copy of Resolution No.23/24-0043, which was duly adopted by the Board of Education of the San Ysidro School District at the meeting thereof held on the 20th day of June, 2024, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Clerk

EXHIBIT A

"**SAN YSIDRO SCHOOL DISTRICT'S SAFETY/CONSTRUCTION BOND.** With funds that cannot be taken by the State and spent elsewhere, shall San Ysidro School District's measure to improve student safety and school security; upgrade emergency communications; construct classrooms at Ocean View Hills Elementary and Vista Del Mar Middle Schools; and construct new educational facilities be adopted, authorizing $66.5 million of bonds with legal rates, audits, levies below $30 per $100,000 of assessed valuation while outstanding (raising $4,350,000 annually), citizen oversight and full public disclosure of spending?"

Bonds – Yes

Bonds – No

EXHIBIT A

FULL TEXT BALLOT PROPOSITION
OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2
OF THE SAN YSIDRO SCHOOL DISTRICT
BOND MEASURE ELECTION NOVEMBER 5, 2024

The following is the full proposition presented to the voters of School Facilities Improvement District No. 2 of the San Ysidro School District by the San Ysidro School District:

"**SAN YSIDRO SCHOOL DISTRICT'S SAFETY/CONSTRUCTION BOND.** With funds that cannot be taken by the State and spent elsewhere, shall San Ysidro School District's measure to improve student safety and school security; upgrade emergency communications; construct classrooms at Ocean View Hills Elementary and Vista Del Mar Middle Schools; and construct new educational facilities be adopted, authorizing $66.5 million of bonds with legal rates, audits, levies below $30 per $100,000 of assessed valuation while outstanding (raising $4,350,000 annually), citizen oversight and full public disclosure of spending?"

PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, equipping, furnishing or otherwise improvement of school facilities located within School Facilities Improvement District No. 2 of the San Ysidro School District. Additionally, funds may be utilized for the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIIIA, Section 1(b)(3). This measure authorizes bond projects to be undertaken at **Vista del Mar Middle School** and **Ocean View Hills Elementary School** as well as educational and support facilities within the District.

School Facility Project List. The items presented on the following list are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this measure. The types of projects authorized are:

- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer and gas lines, waterlines, storm drains and valves, heating, cooling, ventilation systems and electrical systems
- Make health and safety improvements, such as installing necessary seismic reinforcements, repairing termite damage and repairing and/or replacing aging building materials including removal of hazardous materials identified either prior to or during construction
- Improve student access to updated and modern technology, including acquiring and installing all necessary network infrastructure, wiring, servers, hardware, software, computers, devices, classroom technology tools, data backup systems, cybersecurity safeguards, remote learning software and other equipment conducive to a modern learning environment
- Update schools to improve student safety and security including installing additional fencing and gates, pedestrian access, asphalt, walkways, lighting, reconfiguring entrances and drop-off/pickup locations, point of entry access, upgrading door locks and security systems,

telephone infrastructure, intercom and emergency communications systems, video cameras and other video surveillance equipment bell systems, and fire and life safety systems

- Repair or replace deteriorating asphalt, concrete, sidewalks, parking lots, driveways and walkways
- Renovate and modernize classrooms and school facilities including flooring, windows, window coverings, doors, lighting, interior and exterior finishes, and paint
- Construct new or modernize, upgrade, or renovate existing classrooms and other educational facilities in Otay Mesa based on education programs or student socio-emotional needs
- Renovate and repair restrooms
- Modernize, upgrade, renovate existing classrooms and construct new classrooms, meeting spaces and other educational facilities
- Renovate, expand and modernize classroom, workroom, multipurpose rooms, office and conference room spaces for a community resource center, mental health, wellness, and counseling
- Construct and equip new transitional kindergarten and pre-kindergarten classrooms, facilities, learning spaces and play areas
- Provide adequate furniture and equipment for all classrooms
- Improve energy efficiency and sustainability, including installation of energy efficient lighting and systems, battery storage, electric buses and fleet and electric vehicle charging stations (to be used only with District vehicles).
- Develop, construct, install and improve outdoor areas including playgrounds, playfields, play surfaces, other athletic facilities, including locker rooms, equipment, outdoor learning and meeting areas, hardscaping, landscaping, irrigation improvements, and building/installing shade structures and seating
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades district-wide including site access, walkways, parking, staff and student restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment and classrooms

Incidental Expenses. Each of the bond projects described in this Project List includes the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond

issuance costs; and project administration during the duration of such projects, as permitted by law.

Furnishing and Equipping. Each project is assumed to include its share of furniture, fixtures, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

Alternations to Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board of Education determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the Project List, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities.

Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Education. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this bond measure and the words used in the Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and

employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIIIA, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District's Board of Education hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the District's Board of Education and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

FISCAL ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers in School Facilities Improvement District No. 2 of the District may be assured that their money will be spent only to address specific facilities needs of the District in compliance with the requirements of Article XIIIA, Section I (b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following).

Evaluation of Needs. The Board of Education hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the project list contained in this ballot proposition.

Independent Citizens' Oversight Committee. The Board of Education shall establish an Independent Citizens' Oversight Committee pursuant to Education Code Section 15278 and following to ensure bond proceeds are expended only on the projects listed in this ballot proposition. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board of Education.

Performance Audits. The Board of Education shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects listed in this ballot proposition.

Financial Audits. The Board of Education shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the projects listed in this ballot proposition.

Special Bond Proceeds Account: Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board of Education shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited which will be a Building Fund to be held by the San Diego County Treasurer, as required by the California Education Code. As long as any proceeds of the bonds remain unexpended, the Superintendent of the District shall cause a report

to be filed with the Board of Education annually stating (1) the amount of bond proceeds received and expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the Superintendent shall determine and may be incorporated in the annual budget, audit, or another appropriate routine report to the Board of Education.

ADDITIONAL SPECIFICATIONS

Terms of the Bonds. The bonds may be issued and sold in several series in accordance with the financing plan determined by the Board of Education. Bonds may be issued pursuant to the Education Code or the Government Code at the discretion of the Board of Education at interest rates not exceeding the legal limits.

Limit on Use of Bond Proceeds. Proceeds from the sale of bonds authorized by this proposition may be used only for the construction, reconstruction, rehabilitation or replacement of school facilities including the furnishing and equipping of school facilities or acquisition or lease of real property for school facilities and not for any other purpose, including teacher and administrator salaries not related to oversight of the projects to be constructed with the bonds and other school operating expenses. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the projects being financed.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 23/24-0044 – RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHIN IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT (MEASURE A)

BACKGROUND INFORMATION:

Voters of the San Ysidro School District previously approved general obligation bond measures in March 1997 (Proposition C) and March 2020 (Measures T & U). To provide funding for critical school facilities and improvement projects, the District Board intends to place a bond measure on the November 5, 2024, ballot, which would authorize SFID No. 2 of the San Ysidro School District to issue $68.5 million of bonds. Note: some of the key components of the resolution are:

(a) 75-word Ballot Language which appears in Exhibit A of the resolution.

(b) Project List which appears in Exhibit B.

(c) Tax Rate Statement which is attached separately.

FISCAL IMPACT

Bond Measure A will request that voters within SFID No. 2 authorize the San Ysidro School District to issue $68.5 million of general obligation bonds, the proceeds of which can be used to improve school facilities on the voter-approved project list. The bonds will be repaid from property taxes to be levied within SFID No. 2 and not from the general fund.

RECOMMENDATION:

Approve and Adopt Resolution No. 23/24-0044.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

RESOLUTION NO. 23/24-0044

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER WITHINN IMPROVEMENT DISTRICT NO. 2 OF THE SAN YSIDRO SCHOOL DISTRICT

WHEREAS, school districts are provided the authority under the Education Code to create school facilities improvement districts which would permit a district to address specific facility needs in certain geographical sections of the district; and

WHEREAS, the Board of Education (the "Board") of the San Ysidro School District (the "District") has previously created its School Facilities Improvement District No. 2 (the "Improvement District No. 2") and established the boundaries of the Improvement District No. 2, as described in Exhibit B to Resolution No. 23/24-0044 approved by the Board on June 20, 2024; and

WHEREAS, the Board of the District is devoted to improving the quality of education in our local public schools by making classrooms safe from hazardous materials and suitable to support high quality instruction in core subjects like math, science, engineering and technology; and

WHEREAS, the Board has determined that schools benefiting the students within the Improvement District No. 2 need to be upgraded, repaired, expanded, improved and better equipped in a fiscally prudent manner to enable the District to also improve student safety and campus security by removing hazardous materials, like asbestos and by installing emergency communications systems, smoke detectors, fire alarms and sprinklers; and

WHEREAS, given the age of the District's schools, additional resources are necessary to make basic improvements, including repairing leaky roofs, plumbing, heating, ventilation and electrical systems; and

WHEREAS, the Board believes that since academic standards are rising for what it takes to compete in the 21st Century, it is in the best interest of the District to address facility improvements now and provide classrooms, labs and technology needed to ensure local students have access to education, facilities and classroom technology necessary to succeed; and

WHEREAS, all residents benefit from living in a community with good schools and whether or not residents have school-age children, protecting the quality of our schools, the quality of life in our community, and the value of our homes, is a good long-term investment; and

WHEREAS, the State of California (the "State") does not provide the District with enough money for the District to adequately construct and repair schools to provide an optimal learning environment for all students and which keep pace with other top-performing districts; and

WHEREAS, the District conducted a facilities assessment with community engagement to identify the most pressing needs in each of the District owned schools benefiting the students within the Improvement District No. 2 to provide safe and modern classroom environments for all students; and

WHEREAS, the Board has received information regarding the possibility of a local bond measure and its bonding capacity; and

WHEREAS, a local measure will help provide funds that cannot be taken away by the State to upgrade aging local schools, protect student safety and help the District qualify for State matching funds; and

WHEREAS, such measure will include mandatory taxpayer protections, including an independent citizens' oversight committee and mandatory audits to ensure funds are spent as promised; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which reduced the voter threshold for *ad valorem* property tax levies used to pay for debt service on bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Act provides that the District may call an election for the purpose of seeking voter approval for the issuance of Proposition 39 general obligation bonds for the Improvement District No. 2; and

WHEREAS, San Diego County Board of Supervisors has adopted a resolution causing the provisions of the Act to be applicable within San Diego County; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight that are contained in Proposition 39 and the Act; and

WHEREAS, the Board and District has solicited stakeholder and community input on school priorities from parents, teachers, staff, the community and civic leaders; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District's voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities benefiting the students within the Improvement District No. 2 which will improve the health, safety and quality of education for students in the Improvement District No. 2; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39 which prohibit any bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District shall be enforced strictly by the District's Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Sections 15102 and 15268, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate

levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per $100,000 of assessed valuation of taxable property; and

WHEREAS, Elections Code Section 9400 *et seq.* requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored, or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a tax rate statement and a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, and to request the San Diego County Registrar of Voters to perform certain election services for the District.

NOW THEREFORE, THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq*., 15264 *et seq*., 15340 *et seq.* and Government Code Section 53506, hereby requests the San Diego County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the Improvement District No. 2 the question of whether bonds of the District in the aggregate principal amount of $68,500,000 (the "Bonds") shall be issued and sold for the purpose of raising money for the projects described in Exhibits "A" and "B" hereto. Both exhibits are directed to be printed in the voter pamphlet. The District's Superintendent, or designee, is hereby authorized and directed to make any changes to the text of the measure, or to the abbreviated form of the measure, as may be convenient or necessary to comply with the intent of this Resolution, the requirements of election officials, and requirements of law.

Section 2. That the date of the election shall be November 5, 2024.

Section 3. That the purpose of the election shall be for the voters in the Improvement District No. 2 to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A," incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements benefiting the students within the Improvement District No. 2 to the extent permitted by such proposition. In compliance with Proposition 39 policies of the Board and the Act, the ballot propositions in Exhibits "A" and "B" are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other school operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated the safety, class size reduction, classroom, educational and information technology needs of the District as well as the importance of the projects to improve student learning in core subjects like math, science, engineering, and technology;

(c) that the Board shall cause an annual, independent performance audit to be conducted to ensure that the Bond monies get spent only for the projects identified in Exhibit "B" hereto;

(d) that the Board shall cause an annual, independent financial audit of the proceeds from sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limits per $100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIIIA of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq*., 15264 *et seq*., 15340 *et seq.* and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Education Code Section 5322. In connection with ordering the election pursuant to the provisions mentioned above, the District has obtained reasonable and informal projections or assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor that are available to the District.

Section 6. That the San Diego County Registrar of Voters and the San Diego County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024 within the Improvement District No. 2. As provided in Elections Code Section 10403, the District acknowledges that the consolidation election will be conducted in the manner described in Elections Code Section 10418.

Section 7. That the Secretary of the Board is hereby directed to deliver a certified copy of this Resolution to the San Diego County Registrar of Voters no later than August 9, 2024.

Section 8. That the Bonds may be issued pursuant to Education Code Section 15264 *et seq*. or Government Code Section 53506. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass of the returns of the election be made by any body or official authorized by law to canvass such returns, and that the Board consents to such consolidation. The Board further authorizes the submission of a tax rate statement and primary and rebuttal arguments, as appropriate, to be filed with the San Diego County Registrar of Voters by the established deadlines.

Section 10. That the Board authorizes the Superintendent or designee to enter into professional services agreements with Dale Scott & Company, Inc., as municipal advisor and Stradling Yocca Carlson & Rauth LLP, as bond counsel in connection with the matters authorized by this resolution.

Section 11. Pursuant to Education Code Section 5303 and Elections Code Section 10002, the Board of Supervisors of San Diego County is requested to permit the Registrar of Voters to render all services specified by Elections Code Section 10418 relating to the election, for which services the District agrees to reimburse San Diego County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Elections Code Section 9401) pursuant to the terms of Education Code Section 5363 and Elections Code Section 12112.

Section 12. That any and all members of this Board and the Superintendent are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including an argument in favor of the proposition and any rebuttal argument. The Superintendent, President of the Board, or their designees, are hereby authorized to execute any Tax Rate Statement or other document and to perform all acts necessary or required by the San Diego County Registrar of Voters, including, but not limited to, reducing the word count or otherwise modifying the language in the ballot proposition in Exhibits "A," and "B" in order to meet the requirements to place the bond proposition on the ballot.

ADOPTED, SIGNED AND APPROVED this 20th day of June, 2024.

_____
President, Board of Education
San Ysidro School District

Attest:

_____
Clerk, Board of Education
San Ysidro School District

STATE OF CALIFORNIA)
)ss
SAN DIEGO COUNTY)

I, Antonio Martinez, do hereby certify that the foregoing is a true and correct copy of Resolution No.23/24-0044, which was duly adopted by the Board of Education of the San Ysidro School District at the meeting thereof held on the 20th day of June, 2024, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Clerk

EXHIBIT A

"**SAN YSIDRO SCHOOL DISTRICT'S IMPROVEMENT BOND**. With funds that cannot be taken by the State and spent elsewhere, shall San Ysidro School District's measure to replace leaky roofs and plumbing; upgrade aging electrical, heating and air-conditioning; improve classroom technology at Ocean View Hills Elementary and Vista Del Mar Middle Schools; and construct new educational facilities be adopted, authorizing $68.5 million of bonds with legal rates, audits, levies below $30 per $100,000 of assessed valuation while outstanding (raising $4,450,000 annually), citizen oversight, and full public disclosure of spending?"

Bonds – Yes

Bonds – No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION
OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2
OF THE SAN YSIDRO SCHOOL DISTRICT
BOND MEASURE ELECTION NOVEMBER 5, 2024

The following is the full proposition presented to the voters of School Facilities Improvement District No. 2 of the San Ysidro School District by the San Ysidro School District:

"**SAN YSIDRO SCHOOL DISTRICT'S IMPROVEMENT BOND**. With funds that cannot be taken by the State and spent elsewhere, shall San Ysidro School District's measure to replace leaky roofs and plumbing; upgrade aging electrical, heating and air-conditioning; improve classroom technology at Ocean View Hills Elementary and Vista Del Mar Middle Schools; and construct new educational facilities be adopted, authorizing $68.5 million of bonds with legal rates, audits, levies below $30 per $100,000 of assessed valuation while outstanding (raising $4,450,000 annually), citizen oversight, and full public disclosure of spending

PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, equipping, furnishing or otherwise improvement of school facilities benefiting the students located within School Facilities Improvement District No. 2 of the San Ysidro School District. Additionally, funds may be utilized for the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIIIA, Section 1(b)(3). This measure authorizes bond projects to be undertaken at all current and future District sites and facilities.

School Facility Project List. The items presented on the following list are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this measure. The types of projects authorized are:

- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer and gas lines, waterlines, storm drains and valves, heating, cooling, ventilation systems and electrical systems
- Make health and safety improvements, such as installing necessary seismic reinforcements, repairing termite damage and repairing and/or replacing aging building materials including removal of hazardous materials identified either prior to or during construction
- Improve student access to updated and modern technology, including acquiring and installing all necessary network infrastructure, wiring, servers, hardware, software, computers, devices, classroom technology tools, data backup systems, cybersecurity safeguards, remote learning software and other equipment conducive to a modern learning environment
- Update schools to improve student safety and security including installing additional fencing and gates, pedestrian access, walkways, lighting, reconfiguring entrances and drop-off/pickup locations, point of entry access, upgrading door locks and security systems, telephone infrastructure, intercom and emergency communications systems, video cameras and other video surveillance equipment bell systems, and fire and life safety systems

- Repair or replace deteriorating asphalt, concrete, asphalt, sidewalks, parking lots, driveways and walkways
- Renovate and modernize classrooms and school facilities including flooring, windows, window coverings, doors, lighting, interior and exterior finishes, and paint
- Construct new or modernize, upgrade, or renovate existing classrooms and other educational facilities in Otay Mesa based on education programs or student socio-emotional needs
- Renovate and repair restrooms
- Modernize, upgrade, renovate existing classrooms and construct new classrooms, meeting spaces and other educational facilities
- Renovate, expand and modernize classroom, workroom, multipurpose rooms, office and conference room spaces for a community resource center, mental health, wellness, and counseling
- Construct and equip new transitional kindergarten and pre-kindergarten classrooms, facilities, learning spaces and play areas
- Provide adequate furniture and equipment for all classrooms
- Improve energy efficiency and sustainability including installation of energy efficient lighting and systems, battery storage, electric buses and fleet and electric vehicle charging stations (to be used only with District vehicles).
- Develop, construct, install and improve outdoor areas including playgrounds, playfields, play surfaces, other athletic facilities, including locker rooms, equipment, outdoor learning and meeting areas, hardscaping, landscaping, irrigation improvements, and building/installing shade structures and seating
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades district-wide including site access, walkways, parking, staff and student restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment and classrooms

Incidental Expenses. Each of the bond projects described in this Project List includes the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

Furnishing and Equipping. Each project is assumed to include its share of furniture, fixtures, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

Alternations to Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board of Education determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the Project List, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities.

Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Education. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this bond measure and the words used in the Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and

employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIIIA, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District's Board of Education hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the District's Board of Education and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

FISCAL ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers in School Facilities Improvement District No. 2 of the District may be assured that their money will be spent only to address specific facilities needs of the District in compliance with the requirements of Article XIIIA, Section I (b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following).

Evaluation of Needs. The Board of Education hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the project list contained in this ballot proposition.

Independent Citizens' Oversight Committee. The Board of Education shall establish an Independent Citizens' Oversight Committee pursuant to Education Code Section 15278 and following to ensure bond proceeds are expended only on the projects listed in this ballot proposition. The committee shall be established within 60 days of the date when the results of the election appear in the minutes of the Board of Education.

Performance Audits. The Board of Education shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects listed in this ballot proposition.

Financial Audits. The Board of Education shall conduct an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the projects listed in this ballot proposition.

Special Bond Proceeds Account: Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board of Education shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited which will be a Building Fund to be held by the San Diego County Treasurer, as required by the California Education Code. As long

as any proceeds of the bonds remain unexpended, the Superintendent of the District shall cause a report to be filed with the Board of Education annually stating (1) the amount of bond proceeds received and expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the Superintendent shall determine and may be incorporated in the annual budget, audit, or another appropriate routine report to the Board of Education.

ADDITIONAL SPECIFICATIONS

Terms of the Bonds. The bonds may be issued and sold in several series in accordance with the financing plan determined by the Board of Education. Bonds may be issued pursuant to the Education Code or the Government Code at the discretion of the Board of Education at interest rates not exceeding the legal limits.

Limit on Use of Bond Proceeds. Proceeds from the sale of bonds authorized by this proposition may be used only for the construction, reconstruction, rehabilitation or replacement of school facilities including the furnishing and equipping of school facilities or acquisition or lease of real property for school facilities and not for any other purpose, including teacher and administrator salaries not related to oversight of the projects to be constructed with the bonds and other school operating expenses. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the projects being financed.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 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 May 28, 2024, the San Ysidro School District and the California School Employees Association (CSEA) entered into a Memorandum of Understanding regarding the 2023-24 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:

Effective January 1, 2024:

- 5% classified salary schedule increase
- Fringe Benefits – the health and welfare benefits cap will increase from $10,500 to $11,500

The increase above shall be implemented retroactively to January 1, 2024 effective 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 2023-24 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 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Adjustment (Amount)	(Name of funding source and/or location)
$508,084.00	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 RECLASSIFICATIONS

The proposed agreement covers the period beginning: July 1, 2023 (date) and ending: June 30, 2024 (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	2022-23	2023-24	2024-25
% Increase		5% - beginning 01-01-24	

The Governing Board will act upon this agreement on: June 20, 2024 (date)

Budget Revisions to be adopted by: (no later than 45 days after approval) August 4, 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		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for ongoing costs, multiyear and overlapping agreements)		
		Annual Cost Prior to Proposed Settlement 23-24 Second Interim	Year 1 Increase (Decrease) 2023-24	Year 2 Increase (Decrease) 2024-25	Year 3 Increase (Decrease) 2025-26
1	**Salary Schedule** On-Schedule increase	$ 12,003,795	$ 249,737.37 2.08%	$ 504,469.49 4.12%	$ 514,558.88 4.03%
2	**Step & Column** Increase or decrease in the cost of step & column as a result of the settlement	$ 1	4,994.75 0.00%	10,089.39 0.00%	$ 10,291.18 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	$ 4,487,018.95	$ 93,352 2.08%	$ 188,571 4.12%	$ 192,342 4.03%
5	**Health/Welfare Plans**	$ 1,680,000	160,000.00 9.52%	160,000.00 8.70%	160,000.00 8.00%
6	**Total Bargaining Unit Compensation** Add Items 1 through 5 to equal 6	$ 18,170,815	$ 508,084 2.80%	$ 863,130 4.62%	$ 877,192 4.49%
7	**Total Number of Bargaining Unit Employees/FTE**	322.00			
8	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 56,431	$ 1,578 2.80%	$ 2,681 4.62%	$ 2,724 4.49%

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 23-24 Second Interim	Year 1 Increase (Decrease) 2023-24	Year 2 Increase (Decrease) 2024-25	Year 3 Increase (Decrease) 2025-26
No	Adult Education Fund				
Yes	Child Development Fund	515,201	17,695	35,389	36,097
Yes	Cafeteria Fund	908,867	31,215	62,430	63,679
No	Other Enterprise Fund				
Yes	Building Fund	42,157	1,448	2,896	2,954

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, 2024, the classified salary schedule will be increased by 5%. Additionally, the health and welfare benefit cap will increase to $11,500. This memorandum of understanding is for the period of July 1, 2023 through June 30, 2024.

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

2023-24	2024-25	2025-26
$ 3,000,000.00	$ 4,300,000.00	$1,500,000-$2,000,000

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 (As of Second Interim)	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	$ 57.362.589			$ 57.362.589
Federal Revenue	8100-8299	$ 100.000		$ -	$ 100.000
Other State Revenue	8300-8599	$ 829.796			$ 829.796
Other Local Revenue	8600-8799	$ 767.278		$ -	$ 767.278
TOTAL REVENUES		$ 59.059.663		$ -	$ 59.059.663
EXPENDITURES					
Certificated Salaries	1000-1999	$ 22.499.556			$ 22.499.556
Classified Salaries	2000-2999	$ 9.727.732	$ 127.366		$ 9.855.098
Employee Benefits	3000-3999	$ 10.966.574	$ 126.676		$ 11.093.249
Books and Supplies	4000-4999	$ 991.557		$ -	$ 991.557
Services and Other Operating Expenditures	5000-5999	$ 6.488.032		$ -	$ 6.488.032
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 271.000			$ 271.000
Transfers of Indirect Costs	7300-7399	$ (1.790.767)		$ -	$ (1.790.767)
TOTAL EXPENDITURES		$ 49.153.683	$ 254.042	$ -	$ 49.407.725
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 1.029.126	$ -	$ -	$ 1.029.126
Transfers Out and Other Uses	7600-7699		$ -		$ -
Contributions	8980-8999	$ (10.550.999)	$ -	$ -	$ (10.550.999)
OPERATING SURPLUS (DEFICIT)*		$ 384.107	$ (254.042)	$ -	$ 130.065
BEGINNING FUND BALANCE	9791	$ 3.522.680			$ 3.522.680
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 3.906.787	$ (254.042)	$ -	$ 3.652.745
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100.000	$ -	$ -	$ 100.000
Restricted	9740				
Committed	9750-9760		$ -	$ -	$ -
Assigned	9780	$ 733.614	$ (254.042)	$ -	$ 479.572
Reserve for Economic Uncertainties	9789	$ 3.073.173		$ -	$ 3.073.173
Unassigned/Unappropriated Amount	9790	$ 0	$ -	$ -	$ 0

*Net Increase (Decrease) in Fund Balance

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

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 (As of Second Interim)	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	$ 233.940		$ -	$ 233.940
Federal Revenue	8100-8299	$ 7.237.714		$ -	$ 7.237.714
Other State Revenue	8300-8599	$ 10.544.862		$ -	$ 10.544.862
Other Local Revenue	8600-8799	$ 3.402.760			$ 3.402.760
TOTAL REVENUES		$ 21.419.275		$ -	$ 21.419.275
EXPENDITURES					
Certificated Salaries	1000-1999	$ 6.589.095		$ -	$ 6.589.095
Classified Salaries	2000-2999	$ 4.434.841	$ 127.366	$ -	$ 4.562.207
Employee Benefits	3000-3999	$ 8.157.403	$ 126.676	$ -	$ 8.284.079
Books and Supplies	4000-4999	$ 9.794.741		$ -	$ 9.794.741
Services and Other Operating Expenditures	5000-5999	$ 19.237.697			$ 19.237.697
Capital Outlay	6000-6999	$ 1.974.720			$ 1.974.720
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 1.588.821		$ -	$ 1.588.821
TOTAL EXPENDITURES		$ 51.777.318	$ 254.042	$ -	$ 52.031.360
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1.000.000	$ -		$ 1.000.000
Contributions	8980-8999	$ 10.550.999	$ -	$ -	$ 10.550.999
OPERATING SURPLUS (DEFICIT)*		$ (20.807.044)	$ (254.042)	$ -	$ (21.061.086)
BEGINNING FUND BALANCE	9791	$ 25.252.714			$ 25.252.714
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 4.445.670	$ (254.042)	$ -	$ 4.191.628
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 4.445.670	$ (254.042)	$ -	$ 4.191.628
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ 0	$ -	$ 0

*Net Increase (Decrease) in Fund Balance

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

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 (As of Second Interim)	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	$ 57.596.529		$ -	$ 57.596.529
Federal Revenue	8100-8299	$ 7.337.714		$ -	$ 7.337.714
Other State Revenue	8300-8599	$ 11.374.658		$ -	$ 11.374.658
Other Local Revenue	8600-8799	$ 4.170.038		$ -	$ 4.170.038
TOTAL REVENUES		$ 80.478.938		$ -	$ 80.478.938
EXPENDITURES					
Certificated Salaries	1000-1999	$ 29.088.651	$ -	$ -	$ 29.088.651
Classified Salaries	2000-2999	$ 14.162.573	$ 254.732	$ -	$ 14.417.305
Employee Benefits	3000-3999	$ 19.123.977	$ 253.352	$ -	$ 19.377.328
Books and Supplies	4000-4999	$ 10.786.298		$ -	$ 10.786.298
Services and Other Operating Expenditures	5000-5999	$ 25.725.729		$ -	$ 25.725.729
Capital Outlay	6000-6999	$ 1.974.720		$ -	$ 1.974.720
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 271.000		$ -	$ 271.000
Transfers of Indirect Costs	7300-7399	$ (201.946)		$ -	$ (201.946)
TOTAL EXPENDITURES		$ 100.931.001	$ 508.084	$ -	$ 101.439.085
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ 1.029.126	$ -	$ -	$ 1.029.126
Transfers Out and Other Uses	7600-7699	$ 1.000.000	$ -	$ -	$ 1.000.000
Contributions	8980-8999	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (20.422.937)	$ (508.084)	$ -	$ (20.931.021)
BEGINNING FUND BALANCE	9791	$ 28.775.394			$ 28.775.394
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 8.352.457	$ (508.084)	$ -	$ 7.844.373
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 100.000	$ -	$ -	$ 100.000
Restricted	9740	$ 4.445.670	$ (254.042)	$ -	$ 4.191.628
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 733.614	$ (254.042)	$ -	$ 479.572
Reserve for Economic Uncertainties	9789	$ 3.073.173	$ -	$ -	$ 3.073.173
Unassigned/Unappropriated Amount	9790	$ 0	$ 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:

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	2023-24 Total Revised Budget After Settlement	2024-25 First Subsequent Year After Settlement	2025-26 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 57.362.589	$ 56.185.257	$ 56.743.770
Federal Revenue	8100-8299	$ 100.000	$ 100.000	$ 100.000
Other State Revenue	8300-8599	$ 829.796	$ 819.545	$ 809.446
Other Local Revenue	8600-8799	$ 767.278	$ 767.276	$ 767.276
TOTAL REVENUES		$ 59.059.663	$ 57.872.078	$ 58.420.492
EXPENDITURES				
Certificated Salaries	1000-1999	$ 22.499.556	$ 21.952.008	$ 22.594.381
Classified Salaries	2000-2999	$ 9.855.098	$ 9.557.484	$ 9.500.733
Employee Benefits	3000-3999	$ 11.093.249	$ 11.101.136	$ 11.500.235
Books and Supplies	4000-4999	$ 991.557	$ 604.745	$ 554.080
Services and Other Operating Expenditures	5000-5999	$ 6.488.032	$ 5.869.643	$ 6.026.398
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	$ (1.790.767)	$ (1.207.135)	$ (1.239.727)
Other Adjustments			$ -	$ (656.650)
TOTAL EXPENDITURES		$ 49.407.725	$ 48.148.881	$ 48.550.450
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ 1.029.126	$ 29.126	$ 29.126
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -
Contributions	8980-8999	$ (10.550.999)	$ (10.267.529)	$ (10.575.555)
OPERATING SURPLUS (DEFICIT)*		$ 130.065	$ (515.206)	$ (676.387)
BEGINNING FUND BALANCE	9791	$ 3.522.680	$ 3.652.745	$ 3.137.539
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 3.652.745	$ 3.137.539	$ 2.461.153
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100.000	$ 100.000	$ 100.000
Restricted	9740			
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 479.572	$ 696.454	
Reserve for Economic Uncertainties	9789	$ 3.073.173	$ 2.341.085	$ 2.361.152
Unassigned/Unappropriated Amount	9790	$ 0	$ 0	$ 1

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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	2023-24 Total Revised Budget After Settlement	2024-25 First Subsequent Year After Settlement	2025-26 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 233.940	$ 233.940	$ 233.940
Federal Revenue	8100-8299	$ 7.237.714	$ 4.759.062	$ 4.759.062
Other State Revenue	8300-8599	$ 10.544.862	$ 10.538.189	$ 10.534.081
Other Local Revenue	8600-8799	$ 3.402.760	$ 3.402.760	$ 3.402.760
TOTAL REVENUES		$ 21.419.275	$ 18.933.951	$ 18.929.843
EXPENDITURES				
Certificated Salaries	1000-1999	$ 6.589.095	$ 6.640.957	$ 6.824.610
Classified Salaries	2000-2999	$ 4.562.207	$ 3.665.361.92	$ 3.738.669
Employee Benefits	3000-3999	$ 8.284.079	$ 8.579.010	$ 8.723.971
Books and Supplies	4000-4999	$ 9.794.741	$ 6.762.993	$ 6.762.993
Services and Other Operating Expenditures	5000-5999	$ 19.237.697	$ 3.379.877	$ 3.043.302
Capital Outlay	6000-6999	$ 1.974.720	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -	$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 1.588.821	$ 999.474	$ 1.026.459
Other Adjustments			$ -	
TOTAL EXPENDITURES		$ 52.031.360	$ 30.027.673	$ 30.120.004
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 1.000.000	$ -	$ -
Contributions	8980-8999	$ 10.550.999	$ 10.267.529	$ 10.575.555
OPERATING SURPLUS (DEFICIT)*		$ (21.061.086)	$ (826.193)	$ (614.606)
BEGINNING FUND BALANCE	9791	$ 25.252.714	$ 4.191.628	$ 3.365.435
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 4.191.628	$ 3.365.435	$ 2.750.829
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ -	$ -	$ -
Restricted	9740	$ 4.191.628	$ 3.365.435	$ 2.750.829
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 0	$ -	$ -

*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	2023-24 Total Revised Budget After Settlement	2024-25 First Subsequent Year After Settlement	2025-26 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 57.596.529	$ 56.419.197	$ 56.977.710
Federal Revenue	8100-8299	$ 7.337.714	$ 4.859.062	$ 4.859.062
Other State Revenue	8300-8599	$ 11.374.658	$ 11.357.734	$ 11.343.527
Other Local Revenue	8600-8799	$ 4.170.038	$ 4.170.036	$ 4.170.036
TOTAL REVENUES		$ 80.478.938	$ 76.806.029	$ 77.350.335
EXPENDITURES				
Certificated Salaries	1000-1999	$ 29.088.651	$ 28.592.965	$ 29.418.991
Classified Salaries	2000-2999	$ 14.417.305	$ 13.222.846	$ 13.239.402
Employee Benefits	3000-3999	$ 19.377.328	$ 19.680.147	$ 20.224.206
Books and Supplies	4000-4999	$ 10.786.298	$ 7.367.738	$ 7.317.073
Services and Other Operating Expenditures	5000-5999	$ 25.725.729	$ 9.249.520	$ 9.069.700
Capital Outlay	6000-6999	$ 1.974.720	$ -	$ -
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 271.000	$ 271.000	$ 271.000
Transfers of Indirect Costs	7300-7399	$ (201.946)	$ (207.661)	$ (213.268)
Other Adjustments		$ -	$ -	$ (656.650)
TOTAL EXPENDITURES		$ 101.439.085	$ 78.176.554	$ 78.670.454
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ 1.029.126	$ 29.126	$ 29.126
Transfers Out and Other Uses	7600-7699	$ 1.000.000	$ -	$ -
Contributions	8980-8999	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (20.931.021)	$ (1.341.399)	$ (1.290.993)
BEGINNING FUND BALANCE	9791	$ 28.775.394	$ 7.844.373	$ 6.502.974
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 7.844.373	$ 6.502.974	$ 5.211.981
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 100.000	$ 100.000	$ 100.000
Restricted	9740	$ 4.191.628	$ 3.365.435	$ 2.750.829
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 479.572	$ 696.454	$ -
Reserve for Economic Uncertainties	9789	$ 3.073.173	$ 2.341.085	$ 2.361.152
Unassigned/Unappropriated Amount	9790	$ 0	$ 0	$ 1

*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

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 102,439,085	$ 78,176,554	$ 78,670,454
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 102,439,085	$ 78,176,554	$ 78,670,454
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)	$ 3,073,173	$ 2,345,297	$ 2,360,114

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 3,073,173	$ 2,341,085	$ 2,361,152
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ 0	$ 0	$ 1
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	$ 3,073,173	$ 2,341,085	$ 2,361,153
f.	Reserve for Economic Uncertainties Percentage	3.00%	2.99%	3.00%

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

	Yes		No	
2023-24	Yes	X	No	
2024-25	Yes		No	X
2025-26	Yes	X	No	

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

The Board approved the 24-25 budget reduction plan in the amount of $4.3 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	$ 558,441
Ending Balance(s) Increase/(Decrease)	$ (558,441)

Subsequent Years- All Funds

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	$ 1,943,766
Ending Balance(s) Increase/(Decrease)	$ (1,943,766)

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. Potts

District Superintendent (Signature) — 06-09-24 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) — 06-09-24 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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
SAN YSIDRO CHAPTER #154

May 28, 2024

2023-2024 Equity Clause Implementation

The San Ysidro School District ("District") and the California School Employees Association and its San Ysidro Chapter #154 ("CSEA"). In March 2024, the San Ysidro Education Association (SYEA) bargaining unit negotiated a greater percentage of compensation for their bargaining unit. This increase activated the equity clause ("me too") in Article XIV of the CSEA Collective Bargaining Agreement, and the following is agreed to based on the agreement mentioned above:

1. Effective January 1, 2024:
   - 5% classified salary schedule increase
   - Fringe Benefits – the health and welfare benefits cap will increase from $10,500 to $11,500

2. The parties agree and acknowledge that negotiations are completed for Article XIV of the CSEA Collective Bargaining Agreement for the 2023-2024 school year.

3. The parties agree that nothing in this agreement shall be construed as limiting any rights of either party otherwise retained under the Educational Employment Relations Act (EERA) provisions. This agreement is subject to both parties' internal approval process.

Date: 5/28/24

For CSEA:

Karla, Montanez-Meza, President
San Ysidro Chapter #154

Kyler Miller
Labor Relations Representations

Date: 5/28/2024

For District

Manuel Bojorquez, Director of HR
San Ysidro School District

Joseph Sanchez
Legal Counsel

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION REGARDING THE 2024-2025 CALENDAR

BACKGROUND INFORMATION:
Administration recommends approval of the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding the 2024-2025 calendar. Article 10 of the CBA contains provision that provides for 9 minimum days per school year split between the first week and last week of instruction.

The final calendar for the 2023-2024 school year only scheduled 8 minimum days. Therefore, the 2024-2025 calendar will be modified so that December 20, 2024 will be a minimum day for Teacher/Prep/Individual Planning instead of a principal-directed day.

RECOMMENDATION:
Approve the MOU between the San Ysidro School District and the San Ysidro Education Association regarding the 2024-2025 calendar.

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	--

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

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

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION REGARDING THE 2024-2025 CALENDAR

Whereas, Article 10 the CBA between the DISTRICT and SYEA contains a provision that provides for 9 minimum days per school year split between the first week and last week of instructions; and

Whereas, the final calendar for 2023-2024 school year only scheduled 8 minimum days.;

Therefore, the parties agree to the following:

1. The 2024-2025 calendar will be modified so that December 20, 2024 will be a minimum day for Teacher Prep/Individual Planning instead of a principal-directed day.

Dated: _____

_____

For SYEA:

_____

_____

For SYSD:

_____

_____

2024 SAN YSIDRO SCHOOL DISTRICT TEACHER & SCHOOL NURSE WORK CALENDAR 2025

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	Fri. Minimum Day Meetings:
July 2024	1	2	3	4	5			7/4 - Independence Day - Legal Holiday	
	8	9	10	11	12			7/24 - Staff Development	
	15	16	17	18	19			7/25 - AM Staff Development - PM Teacher Prep	
	22	23	24	25	26			7/26 - Teacher Prep	
	29	30	31			3	6	7/29 - First Day for Students	
August 2024				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9				Tch. Prep/Individual Planning
	12	13	14	15	16				Grade Level/Teacher Collaboration
	19	20	21	22	23				CCSS PLC/Principal Directed
	26	27	28	29	30	22	22		Tch. Prep/Individual Planning
September 2024	2	3	4	5	6			9/2 - Labor Day - Legal Holiday	Staff Mtg./Principal Directed
	9	10	11	12	13				Tch. Prep/Individual Planning
	16	17	18	19	20			9/20 - Progress Report #1 (middle schools)	Grade Level/Teacher Collaboration
	23	24	25	26	27			9/23 - 10/4 Fall Break	
	30					14	14		
October 2024		1	2	3	4			10/7 - AM Staff Development - PM Teacher Prep	
	7	8	9	10	11			10/8 - Students Return	Staff Mtg./Principal Directed
	14	15	16	17	18				Tch. Prep/Individual Planning
	21	22	23	24	25			10/21 - 10/25 Preschool Parent Conferences	Grade Level/Teacher Collaboration
	28	29	30	31		18	19		
November 2024					1			11/1 - End of first trimester (58 days - elementary schools)	Tch. Prep/Individual Planning
	4	5	6	7	8			11/11 - Veteran's Day - Legal Holiday	Grade Level/Teacher Collaboration
	11	12	13	14	15			11/18 - 11/22 Parent Conferences	Staff Mtg./Principal Directed
	18	19	20	21	22			11/28 - Thanksgiving Legal	
	25	26	27	28	29	15	15	11/29 - Local Holiday	
December 2024	2	3	4	5	6				Tch. Prep/Individual Planning
	9	10	11	12	13			12/20 - End of first semester (87 days - middle schools)	Grade Level/Teacher Collaboration
	16	17	18	19	20			12/23 - 1/10 Winter Break	Tch. Prep/Individual Planning
	23	24	25	26	27			12/24 - 12/25 Declared and Legal Holidays	
	30	31				15	15	12/30 - 12/31 - Declared Holidays	
January 2025			1	2	3			1/1 - New Year's Day - Legal Holiday	
	6	7	8	9	10			1/13 - AM Staff Development - PM Teacher Prep	
	13	14	15	16	17			1/14 - Students Return	Tch. Prep/Individual Planning
	20	21	22	23	24			1/20 - Martin Luther King Jr. - Legal Holiday	Grade Level/Teacher Collaboration
	27	28	29	30	31	13	14		Staff Mtg./Principal Directed
February 2025	3	4	5	6	7				Tch. Prep/Individual Planning
	10	11	12	13	14			2/14 - Lincoln Day - Legal Holiday	
	17	18	19	20	21			2/17 - Washington Day - Legal Holiday	Grade Level/Teacher Collaboration
	24	25	26	27	28	18	18		Staff Mtg./Principal Directed
March 2025	3	4	5	6	7			3/7 - End of second trimester (65 days - elementary schools)	Tch. Prep/Individual Planning
	10	11	12	13	14			3/14 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	17	18	19	20	21			3/17 - 3/21 Parent Conferences	
	24	25	26	27	28			3/24 - 4/4 Spring Break	
	31					15	15	3/28 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April 2025		1	2	3	4				
	7	8	9	10	11			4/7 - Students Return	Grade Level/Teacher Collaboration
	14	15	16	17	18			4/14 - 4/18 Preschool Parent Conferences	Tch. Prep/Individual Planning
	21	22	23	24	25				Staff Mtg./Principal Directed
	28	29	30			18	18		
May 2025				1	2				Tch. Prep/Individual Planning
	5	6	7	8	9				Grade Level/Teacher Collaboration
	12	13	14	15	16				CCSS PLC/Principal Directed
	19	20	21	22	23				Staff Mtg./Principal Directed
	26	27	28	29	30	21	21	5/26 - Memorial Day - Legal Holiday	Tch. Prep/Individual Planning
June 2025	2	3	4	5	6			6/11 - End of third trimester (57 days - elementary schools)	Staff Mtg./Principal Directed
	9	10	11	12	13			6/11 - End of second semester (93 days - middle schools)	
	16	17	18	19	20			6/12 - AM Staff Development - PM Teacher Prep	
	23	24	25	26	27			6/19 - Juneteenth - Legal Holiday	
	30					8	9		
						180	186		

◇ First/Last Day for Students ○ Student Minimum Days ▭ Legal/Local Holidays

End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved: 06/20/2024

Subject to modification if required by Collective Bargaining

2024 SAN YSIDRO SCHOOL DISTRICT 2025
SOCIAL WORKERS/LANGUAGE, SPEECH & HEARING SPECIALISTS

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	Fri. Minimum Day Meetings:
July 2024	1	2	3	4	5			7/4 - Independence Day - Legal Holiday	
	8	9	10	11	12			7/24 - Staff Development	
	15	16	17	18	19			7/25 - AM Staff Development - PM Prep	
	22	23	△24	△25	△26				
	◇29	30	31			3	6	7/29 - First Day for Students	
August 2024				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9				
	12	13	14	15	16				
	19	20	21	22	23				
	26	27	28	29	30	22	22		
September 2024	2	3	4	5	6			9/2 - Labor Day - Legal Holiday	Staff Mtg./Principal Directed
	9	10	11	12	13				
	16	17	18	19	20			9/20 - Progress Report #1 (middle schools)	
	23	24	25	26	27			9/23 - 10/4 Fall Break	
	30					14	14		
October 2024		1	2	3	4			10/7 - AM Staff Development - PM Prep	
	△7	8	9	10	11			10/8 - Students Return	Staff Mtg./Principal Directed
	14	15	16	17	18				
	21	22	23	24	25			10/21 - 10/25 Preschool Parent Conferences	
	28	29	30	31		18	19		
November 2024					1			11/1 - End of first trimester (58 days - elementary schools)	
	4	5	6	7	8			11/11 - Veteran's Day - Legal Holiday	
	11	12	13	14	15			11/18 - 11/22 Parent Conferences	Staff Mtg./Principal Directed
	18	19	20	21	22			11/28 - Thanksgiving Legal	
	25	26	27	28	29	15	15	11/29 - Local Holiday	
December 2024	2	3	4	5	6				
	9	10	11	12	13			12/20 - End of first semester (87 days - middle schools)	
	16	17	18	19	20			12/23 - 1/10 Winter Break	~~Staff Mtg./Principal Directed~~
	23	24	25	26	27			12/24 - 12/25 Declared and Legal Holidays	
	30	31				15	15	12/30 - 12/31 - Declared Holidays	
January 2025			1	2	3			1/1 - New Year's Day - Legal Holiday	
	6	7	8	9	10			1/13 - AM Staff Development - PM Prep	
	△13	14	15	16	17			1/14 - Students Return	
	20	21	22	23	24			1/20 - Martin Luther King Jr. - Legal Holiday	
	27	28	29	30	31	13	14		Staff Mtg./Principal Directed
February 2025	3	4	5	6	7				
	10	11	12	13	14			2/14 - Lincoln Day - Legal Holiday	
	17	18	19	20	21			2/17 - Washington Day - Legal Holiday	
	24	25	26	27	28	18	18		Staff Mtg./Principal Directed
March 2025	3	4	5	6	7			3/7 - End of second trimester (65 days - elementary schools)	
	10	11	12	13	14			3/14 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	17	18	19	20	21			3/17 - 3/21 Parent Conferences	
	24	25	26	27	28			3/24 - 4/4 Spring Break	
	31					15	15	3/28 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April 2025		1	2	3	4				
	7	8	9	10	11			4/7 - Students Return	
	14	15	16	17	18			4/14 - 4/18 Preschool Parent Conferences	
	21	22	23	24	25				Staff Mtg./Principal Directed
	28	29	30			18	18		
May 2025				1	2				
	5	6	7	8	9				
	12	13	14	15	16				
	19	20	21	22	23				Staff Mtg./Principal Directed
	26	27	28	29	30	21	21	5/26 - Memorial Day - Legal Holiday	
June 2025	2	3	4	5	6			6/11 - End of third trimester (57 days - elementary schools)	Staff Mtg./Principal Directed
	9	10	△11	12	13			6/11 - End of second semester (93 days - middle schools)	
	△16	△17	△18	19	△20			6/12 - AM Staff Development - PM Prep	
	23	24	25	26	27			6/19 - Juneteenth - Legal Holiday	
	30					8	14		
						180	191		

◇ First/Last Day for Students ○ Student Minimum Days ▭ Legal/Local Holidays

▭ End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved: 06/20/2024

Subject to modification if required by Collective Bargaining

2024 SAN YSIDRO SCHOOL DISTRICT PSYCHOLOGISTS 2025

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	Fri. Minimum Day Meetings:
July 2024	1	2	3	4	5			7/4 - Independence Day - Legal Holiday	
	8	9	10	11	12			7/24 - Staff Development	
	15	16	17	18	19			7/25 - AM Staff Development - PM Prep	
	22	23	24	25	26				
	29	30	31			3	8	7/29 - First Day for Students	
August 2024				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9				
	12	13	14	15	16				
	19	20	21	22	23				
	26	27	28	29	30	22	22		
September 2024	2	3	4	5	6			9/2 - Labor Day - Legal Holiday	Staff Mtg./Principal Directed
	9	10	11	12	13				
	16	17	18	19	20			9/20 - Progress Report #1 (middle schools)	
	23	24	25	26	27			9/23 - 10/4 Fall Break	
	30					14	14		
October 2024		1	2	3	4			10/7 - AM Staff Development - PM Prep	
	7	8	9	10	11			10/8 - Students Return	Staff Mtg./Principal Directed
	14	15	16	17	18				
	21	22	23	24	25			10/21 - 10/25 Preschool Parent Conferences	
	28	29	30	31		18	19		
November 2024					1			11/1 - End of first trimester (58 days - elementary schools)	
	4	5	6	7	8			11/11 - Veteran's Day - Legal Holiday	
	11	12	13	14	15			11/18 - 11/22 Parent Conferences	Staff Mtg./Principal Directed
	18	19	20	21	22			11/28 - Thanksgiving Legal	
	25	26	27	28	29	15	15	11/29 - Local Holiday	
December 2024	2	3	4	5	6				
	9	10	11	12	13			12/20 - End of first semester (87 days - middle schools)	
	16	17	18	19	20			12/23 - 1/10 Winter Break	~~Staff Mtg./Principal Directed~~
	23	24	25	26	27			12/24 - 12/25 Declared and Legal Holidays	
	30	31				15	15	12/30 - 12/31 - Declared Holidays	
January 2025			1	2	3			1/1 - New Year's Day - Legal Holiday	
	6	7	8	9	10			1/13 - AM Staff Development - PM Prep	
	13	14	15	16	17			1/14 - Students Return	
	20	21	22	23	24			1/20 - Martin Luther King Jr. - Legal Holiday	
	27	28	29	30	31	13	14		Staff Mtg./Principal Directed
February 2025	3	4	5	6	7				
	10	11	12	13	14			2/14 - Lincoln Day - Legal Holiday	
	17	18	19	20	21			2/17 - Washington Day - Legal Holiday	
	24	25	26	27	28	18	18		Staff Mtg./Principal Directed
March 2025	3	4	5	6	7			3/7 - End of second trimester (65 days - elementary schools)	
	10	11	12	13	14			3/14 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	17	18	19	20	21			3/17 - 3/21 Parent Conferences	
	24	25	26	27	28			3/24 - 4/4 Spring Break	
	31					15	15	3/28 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April 2025		1	2	3	4				
	7	8	9	10	11			4/7 - Students Return	
	14	15	16	17	18			4/14 - 4/18 Preschool Parent Conferences	
	21	22	23	24	25				Staff Mtg./Principal Directed
	28	29	30			18	18		
May 2025				1	2				
	5	6	7	8	9				
	12	13	14	15	16				
	19	20	21	22	23				Staff Mtg./Principal Directed
	26	27	28	29	30	21	21	5/26 - Memorial Day - Legal Holiday	
June 2025	2	3	4	5	6			6/11 - End of third trimester (57 days - elementary schools)	Staff Mtg./Principal Directed
	9	10	11	12	13			6/11 - End of second semester (93 days - middle schools)	
	16	17	18	19	20			6/12 - AM Staff Development - PM Prep	
	23	24	25	26	27			6/19 - Juneteenth - Legal Holiday	
	30					8	12		
						180	191		

◇ First/Last Day for Students ○ Student Minimum Days ▭ Legal/Local Holidays

▭ End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved: 06/20/2024

Subject to modification if required by Collective Bargaining

2024 SAN YSIDRO SCHOOL DISTRICT COUNSELORS 2025

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	Fri. Minimum Day Meetings:
July 2024	1	2	3	4	5			7/4 - Independence Day - Legal Holiday	
	8	9	10	11	12			7/24 - Staff Development	
	15	16	17	18	19			7/25 - AM Staff Development - PM Prep	
	22	23	24	25	26				
	29	30	31			3	9	7/29 - First Day for Students	
August 2024				1	2				Staff Mtg./Principal Directed
	5	6	7	8	9				
	12	13	14	15	16				
	19	20	21	22	23				
	26	27	28	29	30	22	22		
September 2024	2	3	4	5	6			9/2 - Labor Day - Legal Holiday	Staff Mtg./Principal Directed
	9	10	11	12	13				
	16	17	18	19	20			9/20 - Progress Report #1 (middle schools)	
	23	24	25	26	27			9/23 - 10/4 Fall Break	
	30					14	14		
October 2024		1	2	3	4			10/7 - AM Staff Development - PM Prep	
	7	8	9	10	11			10/8 - Students Return	Staff Mtg./Principal Directed
	14	15	16	17	18				
	21	22	23	24	25			10/21 - 10/25 Preschool Parent Conferences	
	28	29	30	31		18	19		
November 2024					1			11/1 - End of first trimester (58 days - elementary schools)	
	4	5	6	7	8			11/11 - Veteran's Day - Legal Holiday	
	11	12	13	14	15			11/18 - 11/22 Parent Conferences	Staff Mtg./Principal Directed
	18	19	20	21	22			11/28 - Thanksgiving Legal	
	25	26	27	28	29	15	15	11/29 - Local Holiday	
December 2024	2	3	4	5	6				
	9	10	11	12	13			12/20 - End of first semester (87 days - middle schools)	
	16	17	18	19	20			12/23 - 1/10 Winter Break	~~Staff Mtg./Principal Directed~~
	23	24	25	26	27			12/24 - 12/25 Declared and Legal Holidays	
	30	31				15	15	12/30 - 12/31 - Declared Holidays	
January 2025			1	2	3			1/1 - New Year's Day - Legal Holiday	
	6	7	8	9	10			1/13 - AM Staff Development - PM Prep	
	13	14	15	16	17			1/14 - Students Return	
	20	21	22	23	24			1/20 - Martin Luther King Jr. - Legal Holiday	
	27	28	29	30	31	13	14		Staff Mtg./Principal Directed
February 2025	3	4	5	6	7				
	10	11	12	13	14			2/14 - Lincoln Day - Legal Holiday	
	17	18	19	20	21			2/17 - Washington Day - Legal Holiday	
	24	25	26	27	28	18	18		Staff Mtg./Principal Directed
March 2025	3	4	5	6	7			3/7 - End of second trimester (65 days - elementary schools)	
	10	11	12	13	14			3/14 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	17	18	19	20	21			3/17 - 3/21 Parent Conferences	
	24	25	26	27	28			3/24 - 4/4 Spring Break	
	31					15	15	3/28 - 3/31 - Cesar Chavez - Observed & Local Holidays	
April 2025		1	2	3	4				
	7	8	9	10	11			4/7 - Students Return	
	14	15	16	17	18			4/14 - 4/18 Preschool Parent Conferences	
	21	22	23	24	25				Staff Mtg./Principal Directed
	28	29	30			18	18		
May 2025				1	2				
	5	6	7	8	9				
	12	13	14	15	16				
	19	20	21	22	23				Staff Mtg./Principal Directed
	26	27	28	29	30	21	21	5/26 - Memorial Day - Legal Holiday	
June 2025	2	3	4	5	6			6/11 - End of third trimester (57 days - elementary schools)	Staff Mtg./Principal Directed
	9	10	11	12	13			6/11 - End of second semester (93 days - middle schools)	
	16	17	18	19	20			6/12 - AM Staff Development - PM Prep	
	23	24	25	26	27			6/19 - Juneteenth - Legal Holiday	
	30					8	11		
						180	191		

◇ First/Last Day for Students ○ Student Minimum Days ▭ Legal/Local Holidays

▬ End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved: 06/20/2024

Subject to modification if required by Collective Bargaining

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION REGARDING UNIT MEMBERS EDUARDO CORONADO AND AILEEN SANCHEZ

BACKGROUND INFORMATION:
Administration recommends approval of the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding unit members Eduardo Coronado and Aileen Sanchez. Mr. Coronado and Ms. Sanchez would like to accept teaching positions on the condition they will be given salary schedule credit for the year of work in their 2022-2023 temporary assignment so long as they make up the additional days, they needed to achieve 75% of the 2022-2023 school year.

Mr. Coronado will be hired as a temporary teacher in the following assignments for the 2024-2024 school year: Temporary Classroom Teacher K-8 (Science) and shall be placed on Step 3, Grade 5 on the salary schedule on the condition that Mr. Coronado complete an additional 10.5 days during the 2024-2025 school year.

Ms. Sanchez will be hired as a teacher in the following assignments for the 2024-2024 school year: Special Day Class Teacher (Mild/Mod) and shall be placed on Step 1, Grade 1 on the salary schedule on the condition that Ms. Sanchez complete an additional 12.5 days during the 2024-2025 school year.

RECOMMENDATION:
Approve the MOU between the San Ysidro School District and the San Ysidro Education Association regarding unit members Eduardo Coronado and Aileen Sanchez.

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	--

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

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

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION REGARDING UNIT MEMBERS EDUARDO CORONADO AND AILEEN SANCHEZ

Whereas, the District would like to hire Eduardo Coronado and Aileen Sanchez into teaching positions;

Whereas, Employees would like to accept such a position on the condition they be given salary schedule credit for the year of work in their 2022-2023 assignment so long as they make up the additional days they needed to achieve 75% of the 2022-2023 school year.

Therefore, the parties agree to the following:

1. Coronado will be hired as a teacher in the following assignment for the 2024-2025 school year: Temporary Classroom Teacher K-8 (Science) and shall be placed on Step 3, Grade 5 on the salary schedule on the condition that Coronado complete an additional 10.5 days during the 2024-2025 school year.

2. Sanchez will be hired as a teacher in the following assignment for the 2024-2025 school year: Special Day Class Teacher (Mild/Mod) and shall be placed on Step 1, Grade 1 on the salary schedule on the condition that Sanchez complete an additional 12.5 days during the 2024-2025 school year.

3. Nothing in this MOU is intended to establish a past practice or set precedent.

Dated: _____

For SYEA: _____

_____

For SYSD: _____

_____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: TEMPORARY CLASSIFIED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR CHILD NUTRITION DEPARTMENT COACHING

BACKGROUND INFORMATION:
The Board of Trustees hereby renews Sarah Spero's employment in the management position of Child Nutrition Department Coach, effective July 1, 2024. As a Child Nutrition Department Coach, Ms. Spero will continue to be responsible for performing various duties related to coaching one or more staff members in the Child Nutrition Department.

RECOMMENDATION:
Approve the renewal of employment for Sarah Spero as Child Nutrition Department Coach for Child Nutrition, effective July 1, 2024.

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	--

As outlined in the contract	Cafeteria Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
TEMPORARY CLASSIFIED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR EXTRA HELP

Sarah Spero
1295 Glencoe Drive
San Diego, CA 92114

The Board of Trustees hereby offer you employment in the management position, Child Nutrition Department Coach on the terms and conditions set forth herein. This offer is conditioned upon the following:

1. Your salary for service during the school year in the above named position will be at an hourly rate **of $82.**

2. Your interim service in the above named position will begin as early as July 1, 2024. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.

3. As Child Nutrition Department Coach you will be responsible for performing various duties related to coaching one or more staff working in the Child Nutrition Department.

4. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by the Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.

5. In accordance with Government Code section 7522.56, you cannot exceed 960 hours of work for the 2024-2025 school year.

6. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice within 30 days of beginning your employment with the District. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.

7. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.

8. Pursuant to Education code section 44839.5, you are required to submit a medical certificate on a form furnished by the District showing that you are free from any disabling disease unfitting you to instruct or associate with children within 30 days of beginning your employment with the District.

9. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District.

SIGNED:: _____

Gina Potter, Superintendent

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have the credentials or certificates authorizing me to serve in the capacity stipulated in this contract. I certify that I am not under contract to any other school district for the period indicated. If the information set forth in the application for employment is not complete and accurate this contract may be canceled by the Governing Board. I agree to comply with and observe all of the provisions of the rules and regulations prescribed by the Governing Board of the School District and follow the orders of the Administration of the School District relating to my employment. I understand that my signature below placed me under contract with the San Ysidro School District for the period indicated.

DATE: _____ SIGNED: _____

Sally Spero

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Jose Iniguez, Ed.D.,
Assistant Superintendent of
Administrative Support,
School Support and Safety

☐ Informational
☒ Action

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

BACKGROUND INFORMATION:

The San Ysidro School District has an agreement with the California School Boards Association (CSBA) to maintain its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for developing and complying with their board policies. They are also responsible for adopting and revising policies in accordance 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):

- Revised Board Policy/Administrative Regulation 0450 - Comprehensive Safety Plan
- Delete Board Policy 0470 - COVID-19 Mitigation Plan.

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 0000 series: Revised Board Policy/Administrative Regulation 0450 - Comprehensive Safety Plan and Delete Board Policy 0470 - COVID-19 Mitigation Plan.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

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

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

0000 SERIES

Board Policy 0450 - Comprehensive Safety Plan

Policy updated to reference **NEW LAW (SB 323, 2023)** which (1) authorizes a school employee, a student's parent/guardian or educational rights holder, or a student, at specified times, to bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive safety plan to the principal, and if there is merit to the concern requires the principal to make appropriate modifications, and (2) requires comprehensive safety plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973. Additionally, policy updated to clarify that portions of the comprehensive safety plan that include tactical response to criminal incidents are not required to, but may be, publicly disclosed.

Administrative Regulation 0450 - Comprehensive Safety Plan

Regulation updated to clarify that written notifications to specified persons and entities are required when those persons or entities are available and to reflect **NEW LAW (SB 323, 2023)** which (1) authorizes a school employee, a student's parent/guardian or educational rights holder, or a student, at specified times, to bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive safety plan to the principal, and if there is merit to the concern requires the principal to make appropriate modifications, and (2) requires comprehensive safety plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973. Additionally, regulation updated to reflect **NEW LAW (SB 671, 2023)** which requires a district's comprehensive safety plan to include procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, an activity sponsored by the school, or on a school bus serving the school. In addition, regulation updated to reflect **NEW LAW (SB 10, 2023)** which requires schools that serve students in any of grades 7- 12 to include in their comprehensive safety plans a protocol in the event a student is suffering or reasonably believed to be suffering from an opioid overdose. Regulation also updated to reference **NEW LAW (AB 1023, 2023)** which provides schools increased cybersecurity support.

Delete - Board Policy 0470 - COVID-19 Mitigation Plan

Policy deleted as unnecessary due to expiration of COVID-19 public health emergency declaration, with relevant concepts incorporated into other policies.

Policy 0450: Comprehensive Safety Plan **Status:** ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** ~~12~~03/01/2022~~2024~~ | **Last Reviewed Date:** ~~12~~03/01/2022~~2024~~

CSBA NOTE: Pursuant to Education Code 32280-32289.5, districts are responsible for ensuring that a comprehensive safety plan with specified components is in place for each district school. As required by Education Code 32282 and 32288, the California Department of Education (CDE) has posted on its ~~web site~~website a compliance checklist for developing comprehensive safety plans and best practices for reviewing and approving the plans. Comprehensive safety plans are reviewed through the annual audits required by Education Code 41020 to ensure that they are updated and approved by March 1 of each year.

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

CSBA NOTE: Pursuant to Education Code 32281 and 32286, each school is required to adopt a comprehensive safety plan (Option 1 below). However, districts with an average daily attendance (ADA) of 2,500 or less are authorized by Education Code 32281 to develop a districtwide comprehensive safety plan in lieu of developing school plans; thus, those districts may select either Option 1 or 2 to reflect district practice. Any district may choose to develop both district and school plans.

OPTION 1: (Districts with more than 2,500 ADA, and districts with 2,500 or less ADA that choose to develop school site plans)

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a comprehensive safety plan within one year of initiating operations. (Education Code 32281, 32286)

The comprehensive school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

OPTION 1 ENDS HERE

~~OPTION 2: (Districts with 2,500 or less ADA that choose to develop a districtwide plan)~~

~~The Superintendent or designee shall oversee the development of a districtwide comprehensive safety plan that is applicable to each school site. (Education Code 32281)~~

~~OPTION 2 ENDS HERE~~

CSBA NOTE: The following two paragraphs apply to all districts. Education Code 32286 requires that the school site council review and update the comprehensive safety plan by March 1 of each year. In districts with ADA of 2,500 or less that choose to develop a districtwide plan in accordance with Option 2 above, the Superintendent or designee may conduct the annual review.

Pursuant to Education Code 32288, the updated plan(s) must be submitted to the ~~district~~Governing Board for approval. The ~~Governing~~ Board may choose to delegate to the Superintendent or designee the responsibility to review and approve the updated plans, but the Board remains responsible for ensuring compliance with the law.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

CSBA NOTE: Pursuant to Education Code 32282, as amended by SB 323 (Ch. 599, Statutes of 2023), the annual evaluation of the comprehensive safety plan is required to include ensuring that the plan provides appropriate adaptations for students with disabilities.

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

CSBA NOTE: Education Code 32288 requires that districts notify CDE if a school has not complied with the comprehensive safety plan requirements. In the event that the Superintendent of Public Instruction determines that there has been a willful failure by a district to make any report required by Education Code 32280-32289, Education Code 32287 provides that the district may be fined up to $2,000.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

CSBA NOTE: The following section is optional. Pursuant to Education Code 32281, the Board may, after consulting with law enforcement officials, elect to have the district, rather than the school site council, develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury.

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to safeguard students and staff, secure affected school premises, and apprehend criminal perpetrator(s), shall be developed by ~~district administrators~~the Superintendent or designee in accordance with Education Code 32281. In developing such strategies, ~~district administrators~~the Superintendent or designee shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 32281, the Board may choose to prohibit disclosure of those portions of the comprehensive safety plan that include tactical responses to criminal incidents.

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents ~~shall~~need not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

CSBA NOTE: Pursuant to Education Code 32289.5, the district is required to provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools, as specified.

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

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

State	Description
5 CCR 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	~~Definition; persistently~~Persistently dangerous schools; definition
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 32270	School safety cadre
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 35147	School site councils and advisory committees
Ed. Code 35183	School dress code; uniforms

Ed. Code 35266	Reporting of cyber attacks
Ed. Code 35291	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 41020	Requirement for annual audit
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
Ed. Code 49390-49395	Homicide threats
Ed. Code 67381	Availability of information regarding crimes
Gov. Code 8586.5	California Cybersecurity Integration Center
Gov. Code 11549.3	Independent security assessment
Gov. Code 54957	Closed session meetings for threats to security
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 626.8	Disruptions

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 7111-7122	Student support and academic enrichment grants
20 USC 7912	Transfers from persistently dangerous schools
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 12101-12213	Americans with Disabilities Act
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources	**Description**
CSBA Publication	Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	School Safety: Firearm Safety and Storage, May 2023
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004
U.S. ~~DOE~~Department of Education Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. Secret Service & ~~DOE~~Department of Education Publication	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
Website	California Military Department
Website	California Department of Education, Safe Schools Planning (https://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp)
Website	California Department of Technology, Independent Security Assessment
Website	U.S. Department of Homeland Security, Fusion Centers
Website	Schoolsafety.gov (https://www.schoolsafety.gov/)
Website	California State Threat Assessment System
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Secret Service, National Threat Assessment Center
Website	Centers for Disease Control and Prevention
Website	Federal Bureau of Investigation
Website	National Center for Crisis Management
Website	National School Safety Center
Website	California Department of Education, Language Services Policy and Process
Website	California Department of Education, Safe Schools
Website	California Governor's Office of Emergency Services
Website	California Healthy Kids Survey
Website	U.S. Department of Education
Website	CSBA

Cross References

Code	Description
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
0500	Accountability
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
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
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
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
3510	Green School Operations

3511	Energy And Water Management
3511	Energy And Water Management
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.1	Fire Drills And Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3543	Transportation Safety And Emergencies
4112.41	Employee Drug Testing

4112.41	Employee Drug Testing
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4212.41	Employee Drug Testing
4212.41	Employee Drug Testing
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.21	Professional Standards
4319.21-E(1)	Professional Standards

4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4340	Bargaining Units
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.61	Drug Testing
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments

5131.7	Weapons And Dangerous Instruments
5131.8	Mobile Communication Devices
5132	Dress And Grooming
5132	Dress And Grooming
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
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety
5142	Safety
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
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
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment

5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6020	Parent Involvement
6020	Parent Involvement
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159	Individualized Education Program
6159	Individualized Education Program
6164.2	Guidance/Counseling Services
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6184	Continuation Education
6184	Continuation Education
7214	General Obligation Bonds
7214	General Obligation Bonds
9010	Public Statements
9011	Disclosure Of Confidential/Privileged Information
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 03/09/2023 **| Last Reviewed Date:** 03/09/2023

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to safeguard students and staff, secure affected school premises, and apprehend criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

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20 USC 7912	Transfers from persistently dangerous schools
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 12101-12213	Americans with Disabilities Act
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

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U.S. Secret Service & Department of Education Pub	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
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Website	Schoolsafety.gov
Website	California Department of Education, Safe Schools Planning
Website	California Military Department
Website	California Department of Technology, Independent Security Assessment
Website	U.S. Department of Homeland Security, Fusion Centers
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Website	National Center for Crisis Management
Website	National School Safety Center
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Website	California Governor's Office of Emergency Services
Website	California Healthy Kids Survey
Website	U.S. Department of Education
Website	CSBA

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0460	Local Control And Accountability Plan
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1112	Media Relations
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
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1312.3-E PDF(3)	Uniform Complaint Procedures
1312.3-E PDF(4)	Uniform Complaint Procedures
1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
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1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
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3511	Energy And Water Management
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan

3516	Emergencies And Disaster Preparedness Plan
3516.1	Fire Drills And Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3543	Transportation Safety And Emergencies
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4157	Employee Safety
4157	Employee Safety
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Regulation 0450: Comprehensive Safety Plan **Status:** ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** ~~12~~03/01/2022~~2~~2024 | **Last Reviewed Date:** ~~12~~03/01/~~2022~~2024

CSBA NOTE: The following optional administrative regulation should be revised to reflect district practice.

Pursuant to Education Code 234.5, the California Department of Education (CDE) has posted on its ~~web site~~website a list of statewide resources for youth who have been subjected to school- based discrimination, harassment, intimidation, or bullying, and youth affected by gangs, gun violence, and psychological trauma caused by violence at home, at school, and in the community.

Additionally, ~~6 USC 665k, as added~~schoolsafety.gov, a website developed by the ~~Luke~~federal government, provides schools with actionable recommendations to create safe and ~~Alex School Safety Act of 2022 (P.L. 117-159), requires the creation of a~~supportive learning environments and includes the Federal Clearinghouse on School Safety Evidence-Based Practices, required by 6 USC 665k to serve as a ~~federal~~ resource to identify and publish online evidence-based practices and recommendations to improve school safety.

Development and Review of Comprehensive School Safety Plan

CSBA NOTE: The following section reflects requirements for the development of site-level comprehensive safety plans pursuant to Education Code 32280-32289 and is for use by districts that selected Option 1 in the accompanying Board policy. Districts with an average daily attendance of 2,500 or less that selected Option 2 in the accompanying Board policy (i.e., that have developed a districtwide comprehensive safety plan applicable to all school sites in lieu of individual site plans, as authorized by Education Code 32281) should omit this section.

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council shall also consult with other school site councils and safety planning committees. (Education Code 32281, 32282)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school

4. One classified employee who is a representative of the recognized classified employee organization

CSBA NOTE: Item #5 below may be modified to specify other groups or individuals who will be represented on the committee. For example, the committee might include representatives of social service agencies, other city or county agencies, health care and emergency service providers, community-based organizations, and/or students.

5. Other members, if desired

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: , if available: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent/guardian organization at the school, including the parent teacher association and parent teacher clubs
4. A representative of each teacher organization at the school
5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

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

After the first evaluation or review is conducted, and after each annual evaluation or review, a school employee, a student's parent/guardian or educational rights holder, or a student may bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive school safety plan to the principal. (Education Code 32282)

If the principal determines there is merit to a concern, the principal shall direct the school site council or school safety planning committee, to make appropriate modifications to the

comprehensive school safety plan during the evaluation of the comprehensive safety plan. The principal may direct the school site council or the school safety planning committee to make such modifications before the evaluation, as appropriate. (Education Code 32282)

Content of the Comprehensive Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. In assessing the current status of school crime as required by Education Code 32282, districts may contract with a consultant, work with local law enforcement, develop their own local assessment, and/or use available instruments such as the, "California Healthy Kids Survey," or the Centers for Disease Control and Prevention's, "Youth Risk Behavior Survey."

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

CSBA NOTE: Education Code 32282 requires that the following components be included in the districtwide and/or school site comprehensive safety plan. The district may expand this list to require other components at its discretion.

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3

2. Routine and emergency disaster procedures including, but not limited to:

   CSBA NOTE: Pursuant to Education Code 32282, as amended by SB 323, schools are required to include in their comprehensive safety plans adaptations for students with disabilities in accordance with the federal Americans with Disabilities Act, the Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973.

   a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973

   CSBA NOTE: Education Code 32282 requires districts to incorporate earthquake emergency procedures into the comprehensive safety plan, as specified in Items #2b and #2c below. See BP/AR 3516 - Emergencies and Disaster Preparedness Plan and AR 3516.3 - Earthquake Emergency Procedure System for further details about required components of these procedures.

   b. An earthquake emergency procedure system in accordance with Education Code 32282

   c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during

disasters or other emergencies affecting the public health and welfare

3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations

4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

CSBA NOTE: Education Code 234.1 requires the Governing Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics and requires school personnel who witness such acts to take immediate steps to intervene when safe to do so; see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5145.3 - Nondiscrimination/Harassment. In addition, the district's complaint process must include a timeline for investigating and resolving complaints and an appeals process; see BP/AR 1312.3 - Uniform Complaint Procedures.

5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4

6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"

7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school

8. A safe and orderly school environment conducive to learning

9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

CSBA NOTE: Pursuant to Education Code 32282, schools are required to include in their comprehensive safety plans procedures for conducting tactical responses to criminal incidents, as specified in Item #10. Such procedures must be based on the specific needs and context of each school and community.

Pursuant to Education Code 32281, the ~~Governing~~ Board may elect to have district administrators, rather than the school site council, develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury; see the accompanying Board policy.

10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

CSBA NOTE: Pursuant to Education 32282, as amended by SB 671 (Ch. 626, Statutes of 2023), schools are required to include in their comprehensive safety plans procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school.

11. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school.

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

12. For schools that serve students in any of grades 7-12, a protocol in the event a student is suffering or is reasonably believed to be suffering from an opioid overdose

CSBA NOTE: The following list reflects material listed on CDE's website related to Safe Schools Planning. The components are optional and should be revised to reflect district practice.

Among the strategies for providing a safe environment, the comprehensive safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

CSBA NOTE: Education Code 32261 and 32282 encourage, but do not require, all comprehensive safety plans to include policies and procedures aimed at the prevention of bullying, as defined in Education Code 48900(r).

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations

CSBA NOTE: Education Code 32261 encourages, but does not require, comprehensive safety plans to include Item #3, below.

3. Strategies aimed at preventing potential incidents involving crime and violence on school campuses, including vandalism, drug and alcohol abuse, gang membership and violence, hate crimes, bullying, including bullying committed personally or by means of an electronic act,
teen relationship violence, and discrimination and harassment, including sexual harassment

4. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence

5. Parent/guardian involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on
campus

CSBA NOTE: When providing parents/guardians with school safety materials and emergency communications, ~~CSBA~~CDE encourages districts to do so in language(s) understandable to parents/guardians, as appropriate for the school site.

6. Provision of safety materials and emergency communications in language(s) understandable to parents/guardians

~~CSBA NOTE: Education Code 49392, as added by SB 906 (Ch. 144, Statutes of 2022), requires districts, starting with the 2023-24 school year, to include in the annual notification to parents/guardians pursuant to Education Code 48980 information related to the safe storage of firearms, as specified.~~

CSBA NOTE: The California School Board Association's Research and Policy Fact Sheet, "School Safety: Firearm Safety and Storage," provides guidance and best practices related to the safe storage of firearms.

7. Annual notification to parents/guardians related to the safe storage of firearms

8. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

9. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

10. District policy prohibiting the possession of firearms and ammunition on school grounds

11. Measures to prevent or minimize the influence of gangs on campus

CSBA NOTE: Education Code 32281 authorizes the principal, upon receiving verification from law enforcement, to notify parents/guardians and employees in writing that a violent crime has occurred on the school site. A "violent crime" is any act for which a student could be expelled and which meets the definition listed in Education Code 67381, including willful homicide, forcible rape, robbery, and aggravated assault, as defined in the, "Federal Bureau of Investigation's Uniform Crime Reporting Handbook." Education Code 32281 encourages that the notice be sent no later than the second workday after receiving verification from law enforcement.

20 USC 7912 requires that all students attending a "persistently dangerous" school be provided notice of the designation and an option to transfer to a different school within the district. See BP/AR 5116.1 - Intradistrict Open Enrollment.

12. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

13. Procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content

14. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus

~~CSBA NOTE: Government Code 11549.3, as amended by AB 1352 (Ch. 593, Statutes of 2021),~~CSBA NOTE: Pursuant to Government Code 8586.5, the California Cybersecurity Integration Center (CSIC) serves as the central organizing hub of the state government's cybersecurity preparedness and response activities and coordinates cyber intelligence and information sharing, and, as amended by AB 1023 (Ch. 555, Statutes of 2023), is required to coordinate information sharing, including cyber threat information, with school districts. Government Code 11549.3 authorizes districts, at district expense, to request the Military Department, in consultation with ~~the California Cybersecurity Integration Center~~CSIC, 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'~~web site~~website.

Pursuant to Education Code 35266~~, as added by AB 2355 (Ch. 498, Statutes of 2022),~~ districts that experience a cyberattack, as defined, which impacts more than 500 students or personnel, are required to report such cyberattack to ~~the California Cybersecurity Integration Center.~~CSIC.

15. Independent security assessment of the school's network infrastructure and selected web applications to identify vulnerabilities and provide recommendations to improve cybersecurity

CSBA NOTE: Education Code 32282.1 does not require, but encourages, that comprehensive safety plans include the strategies described in Item #16 below, to the extent the district uses the listed professionals. CDE's, "The Comprehensive School Safety Plan: Recommended Components," available on its ~~web site~~website, includes athletic coaches in the list of professionals and specifies that community intervention professionals include those who speak languages other than English.

16. Guidelines for the roles and responsibilities of mental health professionals, athletic coaches, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:

    a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement

    b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support

    c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity

17. Strategies for suicide prevention and intervention

CSBA NOTE: Policies and/or plans for maintaining a safe school environment during a pandemic, as described in Item #18 below, may be included in the district's comprehensive safety plan. Such policies may include BP ~~0470 - COVID-19 Mitigation Plan, BP~~ 3516.5 -

Emergency Schedules, BP 4113.5 - Working Remotely, BP 4119.41 - Employees with Infectious Disease, BP/AR 5141.22 - Infectious Diseases, and BP/AR 6158 - Independent Study.

18. District policy and/or plan related to pandemics

CSBA NOTE: Penal Code 626.8 provides that a person may be guilty of a misdemeanor for infringing with or disrupting a school activity, remaining on campus after having been asked to leave, reentering within seven days of being asked to leave, establishing a continued pattern of unauthorized entry, or willfully or knowingly creating a disruption with the intent to threaten the immediate physical safety of a student in preschool or grades K-8 who is arriving at, attending, or leaving school; see BP/AR 3515.2 - Disruptions.

19. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff

20. Crisis prevention and intervention strategies, which may include the following:

    a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

    b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)

    c. Assignment of staff members responsible for each identified task and procedure

    d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan

    e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

    f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders

    g. Development of a method for the reporting of violent incidents

    h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

CSBA NOTE: Education Code 49390 and 49393~~, as added by SB 906,~~ require certificated and classified employees of the district, or other school officials such as Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat"

means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

21. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques. Such training shall include preparation to implement the elements of the comprehensive safety plan

CSBA NOTE: Pursuant to Education Code 32284, the comprehensive safety plan may, at the discretion of the Board, include procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of a school. No state funds may be used for this purpose.

22. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants

23. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible

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 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	~~Definition; persistently~~Persistently dangerous schools; definition
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 32270	School safety cadre
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 35147	School site councils and advisory committees

Ed. Code 35183	School dress code; uniforms
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 35291	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 41020	Requirement for annual audit
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
Ed. Code 49390-49395	Homicide threats
Ed. Code 67381	Availability of information regarding crimes
Gov. Code 8586.5	California Cybersecurity Integration Center
Gov. Code 11549.3	Independent security assessment
Gov. Code 54957	Closed session meetings for threats to security
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 626.8	Disruptions

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 7111-7122	Student support and academic enrichment grants
20 USC 7912	Transfers from persistently dangerous schools
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 12101-12213	Americans with Disabilities Act
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources	**Description**
CSBA Publication	Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	School Safety: Firearm Safety and Storage, May 2023
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004
U.S. ~~DOE~~Department of Education Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. Secret Service & ~~DOE~~Department of Education Publication	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
Website	California Military Department
Website	California Department of Education, Safe Schools Planning (https://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp)
Website	California Department of Technology, Independent Security Assessment
Website	U.S. Department of Homeland Security, Fusion Centers
Website	Schoolsafety.gov (https://www.schoolsafety.gov/)
Website	California State Threat Assessment System
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Secret Service, National Threat Assessment Center
Website	Centers for Disease Control and Prevention
Website	Federal Bureau of Investigation
Website	National Center for Crisis Management
Website	National School Safety Center
Website	California Department of Education, Language Services Policy and Process
Website	California Department of Education, Safe Schools
Website	California Governor's Office of Emergency Services
Website	California Healthy Kids Survey
Website	U.S. Department of Education
Website	CSBA

Cross References

Code	Description
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
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5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5131	Conduct
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5131.7	Weapons And Dangerous Instruments

5131.7	Weapons And Dangerous Instruments
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5145.7	Sexual Harassment

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9010	Public Statements
9011	Disclosure Of Confidential/Privileged Information
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 03/09/2023 **| Last Reviewed Date:** 03/09/2023

Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council shall also consult with other school site councils and safety planning committees. (Education Code 32281, 32282)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
5. Other members, if desired

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent/guardian organization at the school, including the parent teacher association and parent teacher clubs
4. A representative of each teacher organization at the school
5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3
2. Routine and emergency disaster procedures including, but not limited to:
    a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act
    b. An earthquake emergency procedure system in accordance with Education Code 32282
    c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
8. A safe and orderly school environment conducive to learning
9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

Among the strategies for providing a safe environment, the comprehensive safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution
2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations
3. Strategies aimed at preventing potential incidents involving crime and violence on school campuses, including vandalism, drug and alcohol abuse, gang membership and violence, hate crimes, bullying, including bullying committed personally or by means of an electronic act, teen relationship violence, and discrimination and harassment, including sexual harassment
4. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
5. Parent/guardian involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus
6. Provision of safety materials and emergency communications in language(s) understandable to

parents/guardians

7. Annual notification to parents/guardians related to the safe storage of firearms

8. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

9. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

10. District policy prohibiting the possession of firearms and ammunition on school grounds

11. Measures to prevent or minimize the influence of gangs on campus

12. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

13. Procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content

14. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus

15. Independent security assessment of the school's network infrastructure and selected web applications to identify vulnerabilities and provide recommendations to improve cybersecurity

16. Guidelines for the roles and responsibilities of mental health professionals, athletic coaches, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:
    a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement

    b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support

    c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity

17. Strategies for suicide prevention and intervention

18. District policy and/or plan related to pandemics

19. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff

20. Crisis prevention and intervention strategies, which may include the following:

    a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

    b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)

    c. Assignment of staff members responsible for each identified task and procedure

d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan

e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders

g. Development of a method for the reporting of violent incidents

h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

21. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques. Such training shall include preparation to implement the elements of the safety plan

22. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants

23. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible

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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 References	Description
5 CCR 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	Persistently dangerous schools; definition
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 32270	School safety cadre
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 35147	School site councils and advisory committees
Ed. Code 35183	School dress code; uniforms
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 35291	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 41020	Requirement for annual audit
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
Ed. Code 49390-49395	Homicide threats
Ed. Code 67381	Availability of information regarding crimes
Gov. Code 11549.3	Independent security assessment
Gov. Code 54957	Closed session meetings for threats to security

Gov. Code 8586.5	California Cybersecurity Integration Center
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 626.8	Disruptions

Federal References	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 7111-7122	Student support and academic enrichment grants
20 USC 7912	Transfers from persistently dangerous schools
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 12101-12213	Americans with Disabilities Act
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References	**Description**
CSBA Publication	School Safety: Firearm Safety and Storage, May 2023
CSBA Publication	Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004
U.S. Department of Education Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. Secret Service & Department of Education Pub	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
Website	California Department of Education, Language Services Policy and Process
Website	Schoolsafety.gov
Website	California Department of Education, Safe Schools Planning
Website	California Military Department
Website	California Department of Technology, Independent Security Assessment
Website	U.S. Department of Homeland Security, Fusion Centers
Website	California State Threat Assessment System
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Secret Service, National Threat Assessment Center
Website	Centers for Disease Control and Prevention
Website	Federal Bureau of Investigation
Website	National Center for Crisis Management
Website	National School Safety Center
Website	California Department of Education, Safe Schools
Website	California Governor's Office of Emergency Services

Website	California Healthy Kids Survey
Website	U.S. Department of Education
Website	CSBA

Cross References	**Description**
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
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
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
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1312.3-E PDF(3)	Uniform Complaint Procedures
1312.3-E PDF(4)	Uniform Complaint Procedures
1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety

3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.1	Fire Drills And Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3543	Transportation Safety And Emergencies
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage

4241.6	Concerted Action/Work Stoppage
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4340	Bargaining Units
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
5020	Parent Rights And Responsibilities
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5145.6-E PDF(2)	Parent/Guardian Notifications
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9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 0470: COVID-19 Mitigation Plan

Status: ADOPTED

Original Adopted Date: 10/15/2020 | **Last Revised Date:** 03/10/2022 | **Last Reviewed Date:** 03/10/2022

The following policy establishes actions that will be taken by the district to provide a safe learning and working environment during the coronavirus (COVID-19) pandemic, and shall supersede any conflicting language in existing district policies or administrative regulations until the Governing Board determines that the need for this policy no longer exists. The Board acknowledges that, due to the evolving nature of the pandemic, federal, state, and local orders impacting district operations are subject to change without notice. In the event that any federal or state law and/or order or local order may conflict with this policy, the law or order shall govern.

The Board may also adopt resolutions or take other actions as needed to respond to such orders or provide further direction during the pandemic.

To limit the impact of the pandemic on the education of district students, the district shall implement learning recovery, social-emotional support, and other measures and strategies designed to keep students learning and engaged in the instructional program.

COVID-19 Safety Plan

The Superintendent or designee shall establish, implement, and maintain a COVID-19 safety plan that complies with any mandatory public health guidance of the California Department of Public Health (CDPH), the COVID-19 prevention program ("CPP") consistent with the regulations of the California Division of Occupational Safety and Health, any orders of state or local health authorities, and any other applicable law and/or health order(s). The Superintendent or designee shall ensure, at a minimum, that the COVID-19 safety plan complies with all mandatory guidance and gives priority to recommended practices that are identified as being particularly effective at COVID-19 mitigation. The Superintendent or designee shall regularly review public health guidance to ensure that the district's COVID-19 mitigation strategies are current with public health mandates or recommendations.

The district's COVID-19 safety plan shall be posted on the district's web site.

To promote transparency and facilitate decision-making regarding COVID-19 mitigation strategies, the Superintendent or designee shall report to the Board on a regular basis regarding the following:

1. Level of community transmission of COVID-19
2. COVID-19 vaccination coverage in the community and among students and staff
3. Any local COVID-19 outbreaks or increasing trends
4. Changes to local, state, and/or federal public health guidance, orders, and laws
5. Any revisions to the district's COVID-19 safety plan

Reporting to the Public Health Department

Upon learning that a school employee or student who has tested positive for COVID-19 was present on campus while infectious, the Superintendent or designee shall immediately, and in no case later than 24 hours after learning of the positive case, notify the local health officer or the local health officer's representative about the positive case. The notification shall be made even if the individual who tested positive has not provided prior consent to the disclosure of personally identifiable information and shall include all of the following information, if known: (Education Code 32090)

1. Identifying information of the individual who tested positive, including full name, address, telephone number, and date of birth
2. The date of the positive test, the school(s) at which the individual was present, and the date the individual was last onsite at the school(s)

3. The name, address, and telephone number of the person making the report

If a school has two or more outbreaks of COVID-19 and is subject to a safety review by CDPH pursuant to Education Code 32090, the Superintendent or designee shall cooperate fully with the review.

Statewide Instructional Mode Survey

On or before the second and fourth Monday of each month, the Superintendent or designee shall submit to the California Collaborative for Educational (CCEE) information required under Education Code 32091, in accordance with the form and procedures determined by CCEE.

Stakeholder Engagement and Community Relations

The district shall solicit input from stakeholders on how to best support students following the learning disruptions of the pandemic through appropriate methods, which may include surveys, community and family meetings, and other methods identified by the Superintendent or designee.

The Superintendent or designee shall collaborate with local health authorities to ensure that parents/guardians are provided with the information needed to ensure that public health guidance is observed in the home as well as in school, such as information about isolation and quarantine requirements, face mask requirements, symptom checks prior to school attendance, and who to contact when students have symptoms and/or were exposed.

The Superintendent or designee shall use a variety of methods to regularly communicate with students, parents/guardians, and the community regarding community transmission levels, district operations, school schedules, and steps the district is taking to promote the health and safety of students. In addition, the members of the Board have a responsibility as community leaders to communicate matters of public interest in a manner that is consistent with Board policies and bylaws regarding public statements.

The district shall continue to collaborate with local health officials and agencies, community organizations, and other stakeholders to ensure that district operations reflect current recommendations and best practices for COVID-19 mitigation strategies. The Superintendent or designee shall keep informed about resources and services available in the community to assist students and families in need.

Learning Recovery and Social-Emotional Support

The Superintendent or designee shall develop a plan for assessing students' current academic levels early in the school year to ensure that each student is provided with appropriate opportunities for learning recovery based on need. The plan may include:

1. Use of interim or diagnostic assessments
2. Review of available data from assessments within the California Assessment of Student Performance and Progress
3. Review of attendance data from the 2020-2021 school year
4. Review of prior year grades
5. Discussion of student needs and strengths with parents/guardians and former teachers

The Superintendent or designee shall develop and implement a learning recovery program that, at a minimum, provides supplemental instruction and support for social emotional well-being, and to the maximum extent permissible meals and snacks, to eligible students. (Education Code 43522)

Supplemental Instruction and Support

The district shall provide students with evidence-based supports and interventions 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. (Education Code 43522)

Targeted and intensive supports may include: (Education Code 43522)

1. Extending instructional learning time based on student learning needs including through summer school or intersessional instructional programs

2. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff

3. Learning recovery programs and materials designed to accelerate student academic proficiency, English language proficiency, or both

4. Integrated student supports to address other barriers to learning, such as:

    a. The provision of health, counseling, or mental health services

    b. Access to school meal programs

    c. Access to before and after school programs

    d. Programs to address student trauma and social-emotional learning

    e. Referrals for support for family or student needs

5. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports

6. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility

7. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning

8. Other interventions identified by the Superintendent or designee

To ensure schoolwide implementation of the district's tiered framework of supports, the Superintendent or designee shall plan staff development that includes: (Education Code 43522)

1. Accelerated learning strategies and effective techniques for closing learning gaps, including training in facilitating quality learning opportunities for all students

2. Strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs

Reengagement for Chronically Absent Students

The Superintendent or designee shall implement strategies for identifying, locating, and reengaging students who were chronically absent or disengaged during the 2020-21 school year, including students who were kindergarten-age but who did not enroll in kindergarten. Strategies for reengaging students may include:

1. Personal outreach to families, including by staff who are known to families

2. Door-to-door campaigns

3. The use of social media to spread awareness about the implementation of COVID-19 mitigation strategies

4. Welcoming and supporting students who experienced chronic absenteeism due to the COVID-19 pandemic or who are returning to school after a long absence

Student Absence and Attendance

The Board recognizes that COVID-19 will continue to impact the attendance of students. The Superintendent or designee shall notify students and parents/guardians of expectations regarding school attendance. Such notification shall direct any student who contracts the virus or is subject to a quarantine order to stay home in accordance with state and local health orders.

The Superintendent or designee shall ensure continuity of instruction for students who may be under a quarantine order to stay home, by offering such students independent study or other instructional delivery channels that allows the student to continue to participate in the instructional program to the greatest extent possible.

Nondiscrimination

The Board prohibits discrimination based on actual or perceived medical condition or disability status. (Government Code 11135)

Individual students and staff shall not be identified as being COVID-positive, nor shall students be shamed, treated differently, or denied access to a free and appropriate public education because of their COVID-19 status or medical condition. Staff shall not disclose confidential or privileged information, including the medical history or health information of students and staff except as allowed by law. (Education Code 49450)

The Superintendent or designee shall investigate any reports of harassment, intimidation, and bullying targeted at any student based on their medical condition or COVID status, exposure, or high-risk status.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 3000 SERIES

BACKGROUND INFORMATION:

The San Ysidro School District has an agreement with the California School Boards Association (CSBA) to maintain its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for developing and complying with their board policies. They are also responsible for adopting and revising policies in accordance 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/Administrative Regulation 3516 - Emergency and Disaster Preparedness Plan
- Board Policy/Administrative Regulation 3550 - Food Service/Child Nutrition Program
- Board Policy/Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund
- Board Policy/Administrative Regulation 3553 - Free and Reduced Price Meals

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 3000 series: Board Policy/Administrative Regulation 3516 - Emergency and Disaster Preparedness Plan, Board Policy/Administrative Regulation 3550 - Food Service/Child Nutrition Program, Board Policy/Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund and Board Policy/Administrative Regulation 3553 - Free and Reduced Price Meals.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

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

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

3000 SERIES

Board Policy 3516 - Emergency and Disaster Preparedness Plan

Policy updated to reflect **NEW LAW (SB 323, 2023)** which requires school emergency and disaster preparedness plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973.

Administrative Regulation 3516 - Emergency and Disaster Preparedness Plan

Regulation updated to include an attack or threat of attack to the district's digital network and technology infrastructure to the list of emergencies and disasters that the district and/or school site plans should cover, and routine monitoring of such technology as part of the district's strategies and actions for prevention/mitigation, preparedness, response, and recovery. Additionally, regulation updated to reference **NEW LAW (AB 1023, 2023)** which provides schools increased cybersecurity support, include automatic dialing devices as a form of communication during an emergency, and expand the list of critical information that would be needed in an emergency.

Board Policy 3550 - Food Service/Child Nutrition Program

Policy updated to reflect **NEW LAW (SB 348, 2023)** which (1) clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded free or reduced-price meal, (2) defines a "nutritionally adequate breakfast and lunch," and (3) requires that students be provided with adequate time to eat. Additionally, policy updated to reflect **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. In addition, policy updated to reflect **NEW LAW (SB 114, 2023)** which establishes school food best practices such as serving freshly prepared onsite meals using minimally processed, locally grown, and sustainable food, giving priority to California-grown or produced foods, and increasing plant-based or restricted diet food options for students. Policy updated to reflect California Department of Food and Agriculture guidance about school gardens.

Administrative Regulation 3550 - Food Service/Child Nutrition Program

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

Board Policy 3551 - Food Service Operations/Cafeteria Fund

Policy updated to reflect **NEW LAW (SB 348, 2023)** which clarifies that (1) the establishment of a cafeteria fund does not preclude the district from using other funds for the purpose of purchasing school meals, and (2) districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded free or reduced-price meal. Additionally, policy updated to reflect **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided and **NEW LAW (SB 114, 2023)** which establishes school food best practices such as giving priority to using California-grown or produced, sustainably grown, or whole or

minimally processed foods, increasing plant-based or restricted diet food options for students, and preparing fresh meals onsite.

Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

Board Policy 3553 - Free and Reduced Price Meals

Policy updated to reflect **NEW LAW (SB 348, 2023)** which clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, regardless of the student's eligibility for a federally funded free or reduced-price meal, and **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. Additionally, policy updated to clarify that meals served under the school nutrition program meet district-adopted guidelines, in addition to state and federal nutrition standards. In addition, policy updated to more closely align with code language.

Administrative Regulation 3553 - Free and Reduced Price Meals

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

Policy 3516: Emergencies And Disaster Preparedness Plan **Status:** ADOPTED

Original Adopted Date: 11/01/2004 | **Last Revised Date:** ~~05~~03/01/~~2018~~2024 | **Last Reviewed Date:** ~~05~~03/01/~~2018~~2024

CSBA NOTE: 5 CCR 560 **mandates** that the Governing Board adopt policy for use by district schools in formulating individual civil defense and disaster preparedness plans.

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

CSBA NOTE: Education Code 32282 requires that emergency disaster procedures, including, but not limited to, earthquake emergency procedures, be incorporated into the comprehensive school safety plan. See BP/AR 0450 - Comprehensive Safety Plan and AR 3516.3 - Earthquake Emergency Procedure System. ~~For districts with an average daily attendance (ADA) over 2,500, the comprehensive safety plan is a school-level plan developed by the school site council or school safety planning committee. Districts with an ADA of 2,500 or less may instead choose to develop a districtwide plan. The following paragraph may be revised to reflect district practice and the individuals or groups responsible for developing the disaster preparedness plan.~~

Pursuant to Education Code 32282, as amended by SB 323 (Ch. 599, Statutes of 2023), schools are required to include in their emergencies and disaster preparedness plan adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and Section 504 of the federal Rehabilitation Act of 1973.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act., the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

CSBA NOTE: The following optional paragraph reflects a recommendation from the U.S. Department of Education's , "Guide for Developing High-Quality School Emergency Operations Plans,," available on its ~~web site~~website, and may be revised to reflect district practice.

In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, ~~he/she~~the Superintendent shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

CSBA NOTE: In order to be eligible for reimbursement of response-related personnel costs due to a Governor-proclaimed disaster, each district must follow the Standardized Emergency Management System (SEMS) guidelines (Government Code 8607; 19 CCR 2400-2450) to coordinate multiple-jurisdiction or multiple-agency operations. The guidelines urge districts to formally adopt policy language giving clear direction to staff to meet SEMS requirements. Districts may contact the California Governor's Office of Emergency Services (~~Cal~~ OES) for more

information.

In addition, public agencies must comply with the National Incident Management System (NIMS). ~~See the~~The Federal Emergency Management Agency's ~~publication~~ , "National Incident Management System.," provides guidance to all levels of government to prevent, protect against, mitigate, respond to, and recover from threats, hazards, and events ranging from traffic accidents to major disasters. In accordance with the State of California Emergency Plan, ~~Cal~~ OES is the principal coordinator for NIMS implementation statewide and will annually communicate, monitor, and implement NIMS requirements in cooperation with state and local agencies.

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

CSBA NOTE: Pursuant to Education Code 32282, a procedure to allow the use of school facilities for mass care and welfare shelters during disasters or other emergencies must be incorporated into the comprehensive school safety plan. See AR 0450 - Comprehensive Safety Plan.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services the district may deem necessary to meet the community's needs. (Education Code 32282)

CSBA NOTE: Pursuant to Government Code 3100, all public employees are declared to be disaster service workers. As such, in the event that a local or state emergency has been proclaimed or a federal disaster declaration has been made, district staff may be directed to perform jobs other than their usual duties for periods of time exceeding their normal working hours. In those cases, their workers' compensation insurance coverage becomes the responsibility of ~~Cal~~ OES, but their overtime is paid by the district. For further information, see ~~the Cal OES publication~~ OES', "School Emergency Response: Using SEMS at Districts and Sites.."

Government Code 3100-3109 require all disaster service workers to take the oath or affirmation of allegiance to the U.S. Constitution contained in the California Constitution, Article 20, Section 3; see AR/E 4112.3/4212.3/4312.3 - Oath or Affirmation. Although Board members are required to take the same oath upon entering office (see BB 9224 - Oath or Affirmation), they are not considered disaster service workers according to the definition in Government Code 3101.

District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

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

19 CCR 2400-2450	Standardized Emergency Management System
5 CCR 550	Fire drills
5 CCR 560	Civil defense and disaster preparedness plans
CA Constitution Article 20, Section 3	Oath or affirmation
Civ. Code 1714.5	Release from liability for disaster service workers and shelters
Ed. Code 32001	Fire alarms and drills
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 39834	Operating overloaded bus
Ed. Code 46390-46392	Emergency average daily attendance in case of disaster
Ed. Code 49505	Natural disaster; meals for homeless students; reimbursement
Gov. Code 3100-3109	Oath or affirmation of allegiance
Gov. Code 8586.5	California Cybersecurity Integration Center
Gov. Code 8607	Standardized Emergency Management System
Gov. Code 11549	Cybersecurity assessment
Gov. Code 11549.3	Office of information security
Public Utilities Code 2872	Automatic dialing

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	**Description**
Cal OES Publication	California Emergency Management for Schools: A Guide for Districts and Sites
Cal OES Publication	School Emergency Response: Using SEMS at Districts and Sites, June 1998
Cal OES Publication	State of California Emergency Plan, 2017
Cal OES Publication	Active Shooter Awareness Guidance, February 2018
California Department of Education Publication	Crisis Response Box, 2000
~~Fed. Emgcy. Mgmt.~~Federal Emergency Management Agency ~~Pub.~~Publication	National Incident Management System, 3rd ed., October 2017
U.S. ~~DOE~~Department of Education Publication	Guide for Developing High-Quality School Emergency Operations Plans, 2013
Website	CSBA District and County Office of Education Legal Services

Website	California Cybersecurity Integration Center (https://www.caloes.ca.gov/office-of-the-director/operations/homeland-security/california-cybersecurity-integration-center/)
Website	California Department of Education, Comprehensive School Safety Plans (https://www.cde.ca.gov/ls/ss/vp/cssp.asp)
Website	California Department of Education, Crisis Preparedness
Website	Centers for Disease Control and Prevention
Website	California Office of Emergency Services: School Emergency Planning & Safety (https://www.caloes.ca.gov/office-of-the-director/operations/planning-preparedness-prevention/planning-preparedness/school-emergency-planning-safety/)
Website	U.S. Department of Education, Emergency Planning
Website	U.S. Department of Homeland Security
Website	Federal Emergency Management Agency
Website	California Governor's Office of Emergency Services
Website	California Public Utilities Commission (https://www.cpuc.ca.gov/)
Website	California Seismic Safety Commission
Website	American Red Cross
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
0400	Comprehensive Plans
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
1100	Communication With The Public
1112	Media Relations

1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3000	Concepts And Roles
3511	Energy And Water Management
3511	Energy And Water Management
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.7	Firearms On School Grounds
3516.1	Fire Drills And Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3517	Facilities Inspection

3517-E(1)	Facilities Inspection
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3540	Transportation
3543	Transportation Safety And Emergencies
3580	District Records
3580	District Records
4112.3	Oath Or Affirmation
4112.3-E(1)	Oath Or Affirmation
4113.5	Working Remotely
4119.41	Employees With Infectious Disease
4131	Staff Development
4157	Employee Safety
4157	Employee Safety
4212.3	Oath Or Affirmation
4212.3-E(1)	Oath Or Affirmation
4213.5	Working Remotely
4219.41	Employees With Infectious Disease
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4312.3	Oath Or Affirmation
4312.3-E(1)	Oath Or Affirmation
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4331	Staff Development
4357	Employee Safety
4357	Employee Safety
5113	Absences And Excuses
5113	Absences And Excuses
5131.4	Student Disturbances
5131.4	Student Disturbances

5141	Health Care And Emergencies
~~5141.21~~	~~Administering Medication And Monitoring Health Conditions~~
~~5141.21~~	~~Administering Medication And Monitoring Health Conditions~~
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5142	Safety
5142	Safety
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6164.2	Guidance/Counseling Services
7111	Evaluating Existing Buildings
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Revised Date:** 11/10/2022 **| Last Reviewed Date:** 11/10/2022

Applications

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

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

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

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

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

Eligibility

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

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

Verification of Eligibility

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

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

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits

2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below

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

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

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

Confidentiality/Release of Records

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

_____
(title or position)

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

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

Nondiscrimination Plan

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

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time.

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

5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service

Federal References	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources References	**Description**
California Department of Education Publication	Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-2015, July 2015
California Department of Education Publication	Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
U.S. Dept of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, School Nutrition
Website	CSBA

Cross References	**Description**

0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E PDF(1)	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
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 PDF(1)	Parent/Guardian Notifications
5145.6-E PDF(2)	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development

5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Regulation 3553: Free And Reduced Price Meals **Status:** ADOPTED

Original Adopted Date: 03/01/2016 | **Last Revised Date:** ~~06~~03/01/~~2022~~2024 | **Last Reviewed Date:** ~~06~~03/01/~~2022~~2024

CSBA NOTE: ~~In addition to the requirement pursuant to Education Code 49550, that all districts provide at least one nutritionally adequate meal during each school day to needy students, as defined in Education Code 49552, commencing June 1, 2022, all districts are required pursuant to Education Code 49501.5, as added~~ Education Code 49501.5, as amended by ~~AB 130~~SB 348 (Ch. ~~44~~600, Statutes of ~~2021), to provide a~~2023), requires districts, during each school day, to make available, free, of charge, one nutritionally adequate breakfast and one nutritionally adequate ~~breakfast and~~ lunch ~~each school day~~ to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility. To be eligible for state reimbursement for provision of meals ~~under Education Code 49501.5~~, a district must participate in the National School Lunch and/or School Breakfast Programs. ~~Consequently, the federal rules~~ and comply with state and federal guidelines or regulations ~~governing those programs are applicable to districts that may want to seek state reimbursement for the cost of meals required~~ pursuant to Education Code 49501.5, as amended by SB 348.

The following administrative regulation is for use by all districts, regardless of whether they receive reimbursement for free and reduced-price meals through the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) and/or the State Meal Program (Education Code 49490-49494).

Applications

CSBA NOTE: The California Department of Education's (CDE), "Universal Meals Program Frequently Asked Questions ~~and Answers~~," clarifies that districts participating in the National School Lunch and/or Breakfast Program must continue to collect meal applications, as meal counts for reimbursement purposes need to be claimed in accordance with the amount of free, reduced- price, and paid meals served.

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

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520, 49557; 42 USC 1758; 7 CFR 245.5)

CSBA NOTE: The following paragraph is optional. In addition to the paper application form described above, Education Code 49557 authorizes districts to make the application for free or reduced-price meals available online, provided that it complies with specified requirements.

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

CSBA NOTE: According to the U.S. Department of Agriculture's (USDA), "Eligibility Manual for School Meals: Determining and Verifying Eligibility," households enrolling a new student after the start of the school year must also be provided an application and related materials.

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

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

Eligibility

CSBA NOTE: Districts are responsible for determining students' eligibility for free and reduced-price meals in accordance with criteria established by CDE consistent with 42 USC 1758 and 1773 and 7 CFR 245.3. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on CDE's ~~web site~~website.

Pursuant to 42 USC 1769c, a district that has demonstrated a high level of, or a high risk for, administrative error may be required to implement a second-level, independent review of the eligibility determination for each application. Such districts also will be subject to additional CDE reporting requirements.

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

CSBA NOTE: In accordance with law, participants in certain state and federal programs are deemed to have met the income eligibility requirements of the free and reduced-price meal program and therefore may be directly certified as eligible without further action or additional application. For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data.

Pursuant to 42 USC 1758 and 7 CFR 245.6, districts must directly certify for enrollment in the free and reduced-price meal program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 and 7 CFR
245.6 also authorize, but do not require, districts to directly certify any student who is ~~homeless~~experiencing homelessness, migratory, a foster youth, or enrolled in a Head Start program. Education Code 49562, also requires districts to use participation data in the Medi-Cal program to directly certify students as eligible for free and reduced-price meals~~, beginning with participation data from the 2017-18 school year as provided by CDE.~~.

Further information about direct certification and eligibility is available in the USDA's "Eligibility Guidance for School Meals Manual."

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4). Districts participating in these alternative processes should revise the following section to reflect district practice.

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

Verification of Eligibility

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

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

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits

2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below

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

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

1. The change and the reasons for the change

2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal

3. The right to reapply at any time during the school year

Confidentiality/Release of Records

CSBA NOTE: The following section is for use by districts that have adopted a policy, pursuant to Education Code 49558, allowing designated district employees to use individual student records compiled in the administration of the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576. See the accompanying Board policy. ~~The district should consult legal counsel if it has~~Districts with questions about the use of free and reduced-price meal information for these or other purposes should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

It is recommended that the district designate by name or job title the employee(s) authorized to use records for these purposes. Districts should identify the specific title(s) of the designated employee(s) in the space provided below, such as Title I Coordinator.

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

_____
(title or position)

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

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.

2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.

3. All other confidentiality provisions required by law are met.

4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

CSBA NOTE: Pursuant to Education Code 49557, even with the establishment of the ~~universal meal program~~California Universal Meal Program, the legal obligation under federal law to ensure that students who are eligible for free and reduced-price meals are not treated differently remains applicable to districts.

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

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

2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.

3. The students shall not be required to work for their meals. -

4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time.

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 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code ~~49500-49505~~49501.5-49506	School meals
~~Ed. Code 49501.5~~	~~California Universal Meals Program~~
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49564.5	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources	**Description**

California Department of Education Publication	Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018 (https://www.cde.ca.gov/ls/nu/sn/mbsnp022018.asp)
California Department of Education Publication	Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-2015, July 2015 (https://www.cde.ca.gov/ls/nu/sn/mbsnp122015.asp)
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, ~~rev.~~ 2012 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/EducationIssues/ConditionsofChildren/201211MonitoringForSuccess.ashx?la=en&rev=90a8b252b84a4e80b2ebd6c1a6899865)
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, ~~2012~~April 2006 (https://www.csba.org/~/~/media/B5947DF3DE58432C9B038C9C38360684.ashx)
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002 (https://www.fns.usda.gov/cn/provision-2-guidance-national-school-lunch-and-school-breakfast-programs)
U.S. Dept of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017 (https://www.fns.usda.gov/cn/eligibility-manual-school-meals)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, Nutrition Services Division
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan

~~0470~~	~~COVID-19 Mitigation Plan~~
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
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
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
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
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Policy 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Revised Date:** 11/10/2022 **| Last Reviewed Date:** 11/10/2022

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

Each school day, the district shall provide, free of charge, a nutritionally adequate breakfast and lunch for any student who requests a meal. (Education Code 49501.5)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

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

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

Confidentiality/Release of Records

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

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

1. Disaggregation of academic achievement data
2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576
3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

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

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

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

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

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State References	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources References	Description
California Department of Education Publication	Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-2015, July 2015
California Department of Education Publication	Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
U.S. Dept of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, School Nutrition
Website	CSBA

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0200	Goals For The School District
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5145.3	Nondiscrimination/Harassment
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5145.6-E PDF(1)	Parent/Guardian Notifications
5145.6-E PDF(2)	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Policy 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 03/01/2016 | **Last Revised Date:** ~~06~~03/01/2022~~2024~~ | **Last Reviewed Date:** ~~06~~03/01/~~2022~~2024

CSBA NOTE: ~~In addition to the requirement, pursuant to Education Code 49550, that all districts provide at least one nutritionally adequate meal during each school day to needy students, as defined in Education Code 49552, commencing June 1, 2022, all districts are required pursuant to~~ Education Code 49501.5, as ~~added~~amended by ~~AB 130~~SB 348 (Ch. ~~44~~600, Statutes of ~~2021), to provide a~~2023), requires districts, during each school day, to make available, free, of charge, one nutritionally adequate breakfast and one nutritionally adequate ~~breakfast and~~ lunch ~~each school day,~~ to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility. To be eligible for state reimbursement for provision of meals ~~under Education Code 49501.5~~, a district must participate in the National School Lunch and/or School Breakfast Programs. ~~Consequently, the~~ and comply with state and federal ~~rules and~~ guidelines or regulations ~~governing those programs are applicable to districts that may want to seek state reimbursement for the cost of meals required~~ pursuant to Education Code 49501.5., as amended by SB 348.

Pursuant to 42 USC 1758 and 1773, districts that participate in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) may receive a higher reimbursement rate for free and reduced-price meals than that provided for meals for noneligible students. In addition, state funding may be available through the State Breakfast and Lunch Program (Education Code 49490- 49494). The district may apply to the California Department of Education (CDE) for available state and federal funds.

The requirement to ~~provide~~make available at least one nutritionally adequate ~~meal~~breakfast and one nutritionally adequate lunch to ~~needy~~ students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548. In order to receive a waiver, the district is required to submit a waiver request no later than 60 days before the last regular meeting of ~~the~~ SBE before the start of the summer school session for which the waiver is sought. However, pursuant to Education Code 49547.5, as amended by SB 348, the provision of one free breakfast and one free lunch, as described above, does not apply to the Summer Food Service Program. Funding to support the provision of summer school meals is available through the Seamless Summer Feeding Option and/or Summer Food Service Program (Education Code 49547.5; 42 USC 1761); see BP/AR 3552 - Summer Meal Program.

Pursuant to Education Code 49506, as added by SB 348, CDE is required to work with the California Department of Social Services to maximize participation in the federal Summer Electronic Benefit Transfer for Children (Summer EBT) program, which, beginning in summer 2024, will provide families with $40 per eligible child per month. For more information about the Summer EBT program, see the U.S. Department of Agriculture's (USDA), "Summer EBT," available on its website.

Additionally, pursuant to Education Code 49501.5, as amended by SB 348, to the extent CDE receives approval from USDA, a district may make available one meal in a school day lasting four

hours or less to be served in a noncongregate manner.

Student eligibility for free and reduced-price meals serves as the basis for identifying students as low income for a variety of purposes, including, but not limited to, state allocations of supplemental and concentration funding within the local control funding formula. Districts must use such funding to increase or improve services for low-income students and other populations of "unduplicated students" (see BP/AR 3100 - Budget) and must establish goals and specific actions for low-income students in the local control and accountability plan (see BP/AR 0460 - Local Control and Accountability Plan).

The following policy is mandated for any district that authorizes employee access to students' free and reduced-price meal eligibility information for the disaggregation of academic achievement data and other specified purposes; see section "Confidentiality/Release of Records" below.

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

Each school day, the district shall ~~provide~~make available, free of charge, ~~a~~one nutritionally adequate breakfast and one nutritionally adequate lunch for any student who requests a meal. (Education Code 49501.5)

CSBA NOTE: Pursuant to Education Code 49431, as amended by AB 95 (Ch. 318, Statutes of 2023), a school is not prohibited from selling an additional nutritiously adequate meal that qualifies for federal reimbursement from the same meal service to a student who has already been provided a free meal.

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

CSBA NOTE: Education Code 49564.3, ~~as added by AB 130,~~ requires districts with a "high poverty school," defined as a school that is eligible to operate the Community Eligibility Provision (CEP) pursuant to 42 USC 1759a, to adopt a universal meal service provision such as the CEP or Provision 2 ~~no later than June 30, 2022.~~.

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a “high poverty school.” (Education Code 49564.3)

CSBA NOTE: In order to be reimbursed for the California Universal Meal Program established pursuant to Education Code 49501.5, as ~~added~~amended by ~~AB 130, or for free~~ SB 348, a school must participate in and ~~reduced-price meals under~~meet the requirements of the federal School Breakfast Program or National School Lunch ~~or School Breakfast~~ Program, a school must ~~meet~~ and any applicable state ~~and/or federal nutritional guidelines in Education Code 49430~~laws and ~~49430.7 and 7 CFR 210.10 and 220.8, as described in AR 3550 - Food Service/Child Nutrition Program~~regulations.

The Superintendent or designee shall ensure that meals served under the school nutrition program meet applicable state and/or federal nutritional standards, as specified in ~~accordance with~~ law, ~~Board policy,~~ and ~~administrative regulation.~~district-adopted guidelines.

CSBA NOTE: Education Code 49557 requires the district to develop a plan ensuring that students eligible to receive free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

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

Confidentiality/Release of Records

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

CSBA NOTE: The remainder of this section should be revised to reflect the purposes for sharing free and reduced-price eligibility information that are authorized by the Governing Board. Districts wishing to use free and reduced-price meal records for the following purposes are mandated by Education Code 49558 to adopt a policy authorizing employee access. See the accompanying administrative regulation for additional requirements applicable to districts that authorize such access.

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

1. Disaggregation of academic achievement data

   CSBA NOTE: Education Code 49558 allows districts to use the name and eligibility status of students participating in the free and reduced-price meal program to identify students eligible for school choice and supplemental educational services (SES) in Title I schools identified for program improvement. However, the Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 6316 which had required the provision of student transfers and SES.

   Although Education Code 49558 has not yet been amended to reflect the repeal of 20 USC 6316, CSBA believes that the use of free and reduced-price eligibility data would be necessary to implement Title I, Part A of the Elementary and Secondary Education Act, which provides financial assistance to meet the needs of students from low-income families, as well as other federal programs. The district should consult CSBA's District and County ~~Office of Education Legal Services or district~~ ~~legal counsel if it has questions about the use~~ of free and reduced-price meal information for these or other purposes.

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

CSBA NOTE: In its Management Bulletin SNP-02-2018, CDE clarified that designated school officials authorized to administer the free and reduced-price meal program may share the name and eligibility status of a student with other school officials within the district for purposes not directly related to the free and reduced-price meal program, such as to facilitate the provision of educational services and support to students who participate in the free and reduced-price meal program on a targeted basis rather than on a schoolwide or districtwide basis, in accordance with the local control accountability plan.

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

CSBA NOTE: According to CDE's Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit the sharing of free and reduced-price meal application information to other districts/schools for the purpose of determining student eligibility. For this purpose, the district may provide only a student's name and eligibility status unless the applicant consents to the sharing of additional information.

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

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

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

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

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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 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code ~~49500-49505~~ 49501.5-49506	School meals
~~Ed. Code 49501.5~~	~~California Universal Meals Program~~
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49564.5	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service

Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources	Description
California Department of Education Publication	Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018 (https://www.cde.ca.gov/ls/nu/sn/mbsnp022018.asp)
California Department of Education Publication	Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-

	12-2015, July 2015 (https://www.cde.ca.gov/ls/nu/sn/mbsnp122015.asp)
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, ~~rev.~~ 2012 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/EducationIssues/ConditionsofChildren/201211MonitoringForSuccess.ashx?la=en&rev=90a8b252b84a4e80b2ebd6c1a6899865)
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, ~~2012~~April 2006 (https://www.csba.org/~/~/media/B5947DF3DE58432C9B038C9C38360684.ashx)
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002 (https://www.fns.usda.gov/cn/provision-2-guidance-national-school-lunch-and-school-breakfast-programs)
U.S. Dept of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017 (https://www.fns.usda.gov/cn/eligibility-manual-school-meals)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, Nutrition Services Division
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
1340	Access To District Records
1340	Access To District Records

1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
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
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
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
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 05/09/2019 | **Last Revised Date:** 12/12/2023 | **Last Reviewed Date:** 12/12/2023

Reimbursement Claims

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

Donation of Leftover Food

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

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

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

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

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

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

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

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

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

is less. (Education Code 38101)

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

U.S. Department of Agriculture Foods

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

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

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

Contracts with Outside Services

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

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

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

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State References	Description
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49010	Educational activity; definition
Ed. Code 49431	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs

Ed. Code 49501.5-49506	School meals
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over $50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods

Federal References	**Description**
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

Management Resources References	**Description**
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Professional Standards in the SNPs, NSD Management Bulletin, SNP-13-2020, rev. January 2022
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	California School Accounting Manual

U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Social Services
Website	California Department of Education, School Nutrition
Website	California School Nutrition Association

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
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
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability

3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E PDF(1)	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5145.6-E PDF(2)	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

Regulation 3551: Food Service Operations/Cafeteria Fund **Status:** ADOPTED

Original Adopted Date: 03/01/2018 **| Last Revised Date:** ~~09~~03/01/~~2023~~2024 **| Last Reviewed Date:** ~~09~~03/01/~~2023~~2024

CSBA NOTE: With the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as amended by SB 348 (Ch. 600, Statutes of 2023), all public schools in California must ~~provide~~make available, free of charge, ~~a~~one nutritionally adequate breakfast and one nutritionally adequate lunch each school day, to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. To receive state reimbursement for the two meals, districts must participate in both the National School Lunch Program and the School Breakfast Program and comply with the requirement to have a written and clearly communicated meal charge policy as mandated pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016. However, some requirements of the National School Lunch Program and/or School Breakfast Program are no longer applicable.

The California Department of Education's (CDE) Nutrition Services Division Management Bulletin SNP-04-2023 clarifies that districts that operate a non-pricing program such as the California Universal Meals Program, the Community Eligibility Program, or Provision 2 at all sites are not required to establish a meal charge policy because no students are charged for meals. However, if any school in the district charges for meals because it does not only operate a non-pricing program at all sites, the district is mandated to adopt and communicate a meal charge policy.

In view of the potential conflict between the federal requirement and CDE guidance, it is recommended that districts adopt this administrative regulation and accompanying Board policy which addresses meal charges, even if the district operates a non-pricing program such as the California Universal Meals Program. Districts with questions about meal charge policies should consult CSBA's District and County ~~Offices~~Office of Education Legal Services or district legal counsel.

The district may revise the following paragraphs accordingly.

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year

2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually

3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year

4. Posting the policy on the district's website

Reimbursement Claims

CSBA NOTE: Pursuant to Education Code 49501.5, as amended by SB 114 (Ch. 48, Statutes of 2023), CDE is required to provide state meal reimbursement to districts that participate in, and meet the requirements of, the federal School Breakfast Program and National School Lunch Program, and any applicable state laws or regulations, for reduced-price and paid meals served to students. For additional information on California's Universal Meals Program, see BP/AR 3550 - Food Service/Child Nutrition Program and BP/AR 3553 - Free and Reduced Price Meals.

To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

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

~~**Donation of Leftover Food**~~**Minimizing Food Waste and Reducing Food Insecurity**

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

CSBA NOTE: ~~Beginning January 1, 2024, districts~~Districts with an on-site food facility, such as a school cafeteria, are required to donate edible food that would otherwise be thrown away to a food recovery organization, unless the district demonstrates the existence of extraordinary circumstances beyond its control that makes such compliance impracticable. Additionally, pursuant to 14 CCR 18995.1 and 18995.4, ~~beginning January 1, 2024,~~ districts with an on-site food facility will be inspected by the governmental entity that provides solid waste collection services regarding its edible food recovery program and may be issued a Notice of Violation for noncompliance. If a Notice of Violation is issued, compliance is required within 60 days, unless extended by the enforcing agency because compliance is impracticable due to extenuating circumstances, as specified in 14 CCR 18991.3. For more information regarding organic waste reduction requirements, including a model edible food recovery agreement, see CalRecyle's, "Resources for Local Education Agencies: K-12 Public Schools and School Districts," available on its website. Also see BP/AR 3511.1 -- Integrated Waste Management for additional requirements related to waste diversion and recovery.

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may

donate

the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

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

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

CSBA NOTE: Education Code 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

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

CSBA NOTE: Education Code 38101 permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

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

CSBA NOTE: ~~The following paragraph is optional.~~ By law, cafeteria funds may be used for the operation and improvement of school food services. For example, pursuant to Education Code 49550.5, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

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

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII, USDA's guidance, "SP 60-2016," and CDE's website, "Frequently Asked Questions about Indirect Costs," provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead

functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

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

CSBA NOTE: Pursuant to 7 CFR 210.14 and 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months' average expenditures or such other amount as may be approved by CDE. If there is a surplus, then according to USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities," the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin SNP-04-2022 states that in an effort to provide flexibility to districts affected by various natural disasters and recovery from the COVID-19 pandemic, CDE has increased the excess net cash resources limitation to six months' average operating expenditures.

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

U.S. Department of Agriculture Foods

CSBA NOTE: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from USDA pursuant to 42 USC 1755 and 7 CFR 250.1- 250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools.

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

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

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

Contracts with Outside Services

CSBA NOTE: The following optional section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts the district maintains; see the accompanying Board policy.

Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-05-2023, a district that participates in the School Nutrition Programs must obtain prior CDE approval for all food service management company Request for Proposals, Invitation for Bids, proposed contracts, contracts, and contract amendments. Districts currently using, or planning to use, the services of a food service management company must conduct a competitive procurement process. CDE suggests districts submit their bid solicitation documents in January, or at least 120 days prior to the anticipated contract execution date, whichever comes first. See AR 3311 - Bids for additional information on bidding requirements.

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

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

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

Policy Reference UPDATE Service
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Policy 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
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49010	Educational activity; definition
Ed. Code 49431	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs

Ed. Code ~~49500-49505~~49501.5-49506	School meals
Ed. Code 49550.3-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over $50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods

Federal	**Description**
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

Management Resources	**Description**
CA Department of Education Publication	California School Accounting Manual
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023

California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP- 04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	Professional Standards in the SNPs, NSD Management Bulletin, SNP-13-2020, rev. January 2022 (https://www.cde.ca.gov/ls/nu/sn/mbsnp132020.asp)
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46- 2016, July 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	California Department of Social Services (https://www.cdss.ca.gov/)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service

Website	~~California Department of Education, Nutrition Services Division~~California Department of Education, School Nutrition (https://www.cde.ca.gov/ls/nu/sn/)
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management

3512	Equipment
3512-E(1)	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Revised Date:** 12/12/2023 **| Last Reviewed Date:** 12/12/2023

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

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

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

Meal Sales

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

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

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

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

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

Cafeteria Fund and Account

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

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

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

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment and Supplies

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

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

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

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

Program Monitoring and Evaluation

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

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

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State References	Description
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49010	Educational activity; definition
Ed. Code 49431	The Pupil Nutrition, Health, and Achievement Act of 2001

Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over $50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods

Federal References	**Description**
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

Management Resources References	**Description**
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Professional Standards in the SNPs, NSD Management Bulletin, SNP-13-2020, rev. January 2022
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	California School Accounting Manual

U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Social Services
Website	California Department of Education, School Nutrition
Website	California School Nutrition Association

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
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
3100	Budget
3100	Budget
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3400	Management Of District Assets/Accounts
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3511	Energy And Water Management
3512	Equipment
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3550	Food Service/Child Nutrition Program
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3555	Nutrition Program Compliance
3555-E PDF(1)	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
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4112.4	Health Examinations
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4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5145.6-E PDF(2)	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

Policy 3551: Food Service Operations/Cafeteria Fund **Status:** ADOPTED

Original Adopted Date: 03/01/2018 | **Last Revised Date:** ~~09~~03/01/~~2023~~2024 | **Last Reviewed Date:** ~~09~~03/01/~~2023~~2024

CSBA NOTE: The following conditionally mandated policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are mandated to adopt policy addressing meal charges; see the section "Meal Sales" below and the accompanying administrative regulation. However, with the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as amended by SB 348 (Ch. 600, Statutes of 2023), all public schools in California must ~~provide~~make available free of charge, ~~a~~one nutritionally adequate breakfast and one nutritionally adequate lunch each school day, to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. Consequently, certain program requirements may no longer be applicable. For example, the California Department of Education (CDE) which, by law, provides guidance and oversight on the use of federal funding in nutrition programs, clarifies in Nutrition Services Division Management Bulletin SNP-04-2023 that districts ~~that~~which operate a non-pricing program such as the California Universal Meals Program, the Community Eligibility Program, or Provision 2 at all sites are not required to establish a meal charge policy because no students are charged for meals.

In view of the potential conflict between the federal requirement and CDE guidance, it is recommended that districts adopt this policy and accompanying administrative regulation which addresses meal charges, even if the district operates a non-pricing program such as the California Universal Meals Program. Districts with questions about meal charge policies should consult CSBA's District and County ~~Offices~~Office of Education Legal Services or district legal counsel.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to construct buildings. Authorized expenditures are specified in Education Code 38101 and defined in CDE's, "California School Accounting Manual."

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

CSBA NOTE: The following paragraph applies to all districts. Pursuant to Education Code 49503, as amended by SB 348, district funds may also be used for the purchase of school meals for students as provided in Education Code 49501.5.

At the Board's discretion, district funds other than the cafeteria fund may be used for the purchase of school meals.

CSBA NOTE: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. See CDE's Nutrition Services Division Management Bulletin SNP-13-2020 for updated information about state hiring standards.

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

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training, at least once each year, on food service administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures). In addition, all food service personnel are required to receive annual training that is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and to ensure program compliance and integrity. Food service personnel must obtain certification on an annual basis to demonstrate competence in the training. Such training is required to include modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. See CDE's website for online training that meets these requirements.

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

Meal Sales

CSBA NOTE: ~~In accordance with~~ Education Code 49501.5, as amended by SB 348, requires each district ~~is required~~ to ~~provide~~ ~~a~~make available one nutritionally adequate breakfast and one nutritiously adequate lunch each school day free of charge to any student who requests a meal, regardless of the student's eligibility for participation in the federal free or reduced-price meal program. ~~Consequently, only nonprogram foods may be sold to students.~~Education Code 49501.5, as amended by SB 348, makes several other changes, including requiring a district that offers independent study to make such nutritionally adequate breakfast and lunch available to an independent study student on any school day that the student is scheduled for educational activities as defined in Education Code 49010, and, to the extent CDE receives approval from USDA, make available during a school day lasting four hours or less a nutritionally adequate breakfast or lunch in a noncongregate manner.

Furthermore, pursuant to Education Code 49431, as amended by AB 95 (Ch. 318, Statutes of 2023), a school is not prohibited from selling an additional nutritiously adequate meal that qualifies for federal reimbursement from the same meal service to a student who has been provided a free meal. For further information, see BP 3553 - Free and Reduced Price Meals.

Pursuant to Education Code 49495, ~~as added by AB 558 (Ch. 905, Statutes of 2022),~~ CDE has developed guidance, "Breakfast and Snacks for Nonschoolaged Children," available on its website, which provides information on the allowability and options for offering nonschoolaged children breakfast or a morning snack at a school site., that serves any of grades K-6.

~~Any student who requests a meal shall be served~~Each school day, a nutritionally adequate breakfast and lunch ~~free~~shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of ~~charge, each school day.~~ two or more hours. After such school meals have been made available to a student, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431, 49501.5)

As permitted by law, ~~additional or second meals,~~ adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49431, 49501.5)

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

CSBA NOTE: Pursuant to Education Code 38082, the Governing Board is authorized to adopt a resolution to permit the serving of meals to individuals and organizations other than those specified in the preceding paragraph. CDE's Nutrition Services Division Management Bulletin SNP- 04-2021 states that funds from the National School Lunch or Breakfast Program may not be used to serve any nonstudent, that the price of an adult meal must fully cover all costs incurred in the production of the meal, including USDA Food fair market value, and that the common practice of 50 cent markup method to price adult meals may not be in compliance with USDA FNS instruction. The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

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

CSBA NOTE: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, which are paid from district funds other than the cafeteria fund, pursuant to Education Code 38100).

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

CSBA NOTE: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge policy. See the accompanying administrative regulation for additional language fulfilling this mandate.

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

Cafeteria Fund and Account

CSBA NOTE: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

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

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA Memorandum SP60-2016 provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

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

CSBA NOTE: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

OPTION 1: (Food service employees paid from general fund)

The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

OPTION 1 ENDS HERE

OPTION 2: (Food service employees paid from cafeteria fund)

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

OPTION 2 ENDS HERE

Contracts with Outside Services

CSBA NOTE: The following section is optional. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. Education Code 45103.5, 42 USC 1758, and 7 CFR 210.16 authorize a district, under specified conditions, and with approval of CDE, to contract with a food service management company to manage food service operations in any district school. See the accompanying administrative regulation for related requirements.

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment, and Supplies

CSBA NOTE: The following ~~two paragraphs reflect~~paragraph reflects requirements for districts participating in the National School Lunch and/or Breakfast Program.

Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. USDA's Memorandum SP 38-2017 clarifies that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to the Memorandum, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States. Districts should include a Buy American clause in all product specifications, solicitations, purchase orders, and any other procurement documents to ensure contractors are aware of this requirement.

Limited exceptions to the Buy American requirement are described in USDA's Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, CDE has made information available on its website; see the, "Buy American Provision," section in, "Procurement in the CNPs Frequently Asked Questions".

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

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. SB 114 (Ch. 48, Statutes of 2023) allocates funds for eligible districts which may be expended on kitchen infrastructure upgrades and implementing any of the following school food best practices: (1) procuring California-grown or produced, sustainably grown, or whole or minimally processed foods to support equity in procurement practices, (2) using California-grown, whole or minimally processed foods in plant-based or restricted diet meals, (3) procuring plant-based or restricted diet food options, and/or (4) freshly preparing meals onsite. Districts that do not receive the above funding are nonetheless encouraged to follow these school food best practices. Additionally, grant funding may be available from the California Department of Food and Agriculture's (CDFA) California Farm to School Incubator Grant, which includes a transitional kingergarten-12 Procurement and Education Grant for districts to procure California grown or produced, whole or minimally processed foods for incorporation into school meals and engage students in hands-on food education opportunities.

The district's food service program shall give priority to serving freshly prepared onsite meals, using whole or minimally processed sustainable foods which are locally grown or produced, including fresh fruits and vegetables, and to providing plant-based or restricted diet food options for students.

CSBA NOTE: The following paragraph reflects requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to Food and Agriculture Code 58596.3, ~~as added by SB 490 (Ch. 602, Statutes of 2022), commencing on January 1, 2024,~~

districts participating in the National School Lunch and/or Breakfast Program, except those with annual reimbursement of less than $1,000,000, are also required to comply with the requirements specified in the following paragraph. Districts that have an annual reimbursement of less than $1,000,000 may delete the following paragraph.

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

CSBA NOTE: The following paragraph applies to all districts, regardless of whether ~~or not~~ they participate in the National School Lunch or Breakfast Program. Food and Agriculture Code 58595, ~~as amended by AB 778 (Ch. 576, Statutes of 2022),~~ requires a district to accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when the conditions specified below are met.

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

CSBA NOTE: Pursuant to Public Contract Code 20111, districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

SB 114 allocates funds for eligible districts to expend on kitchen infrastructure upgrades, such as cooking or service equipment, refrigeration, storage, transportation, and training and professional development, that will increase a school's capacity to provide freshly prepared onsite meals, to serve fresh and nutritious school meals using minimally processed, locally grown, and sustainable food, or for expanding meal options for students with restricted diets.

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

Program Monitoring and Evaluation

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

CSBA NOTE: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. CDE performs an administrative review of participating districts every three years. See CDE's nutrition services website for a current list of documents that may be requested for the review.

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

Policy Reference UPDATE Service
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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
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49010	Educational activity; definition
Ed. Code 49431	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code ~~49500-49505~~49501.5-49506	School meals
Ed. Code 49550.3-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over $50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods

Federal	**Description**
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods

Management Resources	**Description**
CA Department of Education Publication	California School Accounting Manual
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP- 04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018

California Department of Education Publication	Professional Standards in the SNPs, NSD Management Bulletin, SNP-13-2020, rev. January 2022 (https://www.cde.ca.gov/ls/nu/sn/mbsnp132020.asp)
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46- 2016, July 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	California Department of Social Services (https://www.cdss.ca.gov/)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	~~California Department of Education, Nutrition Services Division~~California Department of Education, School Nutrition (https://www.cde.ca.gov/ls/nu/sn/)
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites

1113-E(1)	District And School Websites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E(1)	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals

3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

Regulation 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 05/09/2019 | **Last Revised Date:** 11/10/2022 | **Last Reviewed Date:** 11/10/2022

Nutrition Standards for School Meals

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

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable

2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

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

Special Milk Program

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.7)

Food Safety

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

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

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

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

Inspection of Food Facilities

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

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

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

Policy 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
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51798	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Federal References	Description
42 USC 1751-1769j	School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources References	Description
California Department of Education Publication	Healthy Children Ready to Learn, 2006
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022
California Department of Food and Agriculture Pub	Planting the Seed: Farm to School Roadmap for Success, February 2022
California Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2008
CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, October 2007
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006
U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2020
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, May 2022
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010
U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	California Department of Food and Agriculture, Office of Farm to Fork
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Farm Bureau Federation
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	California School Nutrition Association
Website	California Department of Education, School Nutrition
Website	National Alliance for Nutrition and Activity
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Cross References	Description
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures

1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E PDF(1)	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5145.6-E PDF(2)	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
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
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6176	Weekend/Saturday Classes
7110	Facilities Master Plan

Regulation 3550: Food Service/Child Nutrition Program **Status:** ADOPTED

Original Adopted Date: 03/01/2011 | **Last Revised Date:** ~~06~~03/01/2022~~2024~~ | **Last Reviewed Date:** ~~06~~03/01/~~2022~~2024

CSBA NOTE: The following optional administrative regulation applies to food sales through the district's food service program, including, California's Universal Meals Program (Education Code 49501.5), the National School Lunch Program (42 USC 1751-1769j), the School Breakfast Program (42 USC 1773), and the Special Milk Program (42 USC 1772). The district should select all sections below that apply to programs offered by the district. See BP/AR 3552 - Summer Meal Program, AR 5148 - Child Care and Development, and AR 5148.2 - Before/After School Programs for nutrition requirements pertaining to those programs. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554 - Other Food Sales.

Nutrition Standards for School Meals

CSBA NOTE: The following section is for use by all districts. Education Code 49501.5, as ~~added~~amended by ~~AB 130~~SB 348 (Ch. ~~44~~600, Statutes of ~~2021~~2023), requires all schools to ~~provide~~make available, free of charge, ~~two~~one nutritiously adequate ~~meals per~~breakfast and one nutritiously adequate lunch each school day, to any student who requests a meal, regardless of a student's eligibility to participate in any federally-funded free or reduced-price meal. ~~Education Code 49553 defines a "nutritionally adequate meal" as one that qualifies for reimbursement under federal child nutrition program regulations.~~ Schools participating in the National School Lunch and/or Breakfast Program ~~must~~are required to extend meal service to all students ~~enrolled in the school.~~ ~~However, pursuant to Education Code 49431, as amended by SB 95 (Ch. 318, Statutes of 2023),~~ a school is not prohibited from selling an additional nutritiously adequate meal that qualifies for federal reimbursement from the same meal service to a student who has been provided a free meal.

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

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable

CSBA NOTE: Item #2 below reflects an additional requirement for (1) districts participating in the National School Lunch and/or Breakfast Program which choose to apply for state reimbursements for free and reduced-price meals in addition to their base reimbursement, and (2) districts participating in the State Meal Program. Pursuant to Education Code 49430.7, such districts may not provide foods that are deep fried, par fried, or flash fried. Other districts may delete or use this item at their discretion. Although the ~~new~~ California Universal Meals Program (Education Code 49501.5) is not expressly subject to this requirement, it is recommended that all districts comply with it as a best practice, since only meals that qualify for federal reimbursement are ~~reimbursable by the state under the program.~~

2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

CSBA NOTE: The following section is for use by all districts. Pursuant to 42 USC 1758, schools participating in the National School Lunch Program are required to make free drinking water available for consumption at locations where meals are served during meal service. In addition, Education Code 38086 requires all California schools to make free drinking water available during school meal times. Pursuant to Education Code 38086, a district may be exempted from this requirement only if the Governing Board adopts a resolution, publicly noticed on at least two consecutive meeting agendas, demonstrating that the district is unable to comply due to fiscal constraints or health or safety concerns. Any district whose Board has adopted such a resolution should delete this section.

Pursuant to Education Code 38086, schools may satisfy this requirement by, among other means, providing cups and containers of water or soliciting or receiving donated water. Pursuant to Education Code 38042, a district must allow students to bring and carry water bottles. Recommendations on the California Department of Education's ~~web site~~ (CDE) website include providing chilled water, ensuring that all water fountains are clean and operational, and encouraging water consumption through marketing and advertising. Pursuant to Education Code 38043, districts must encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight water bottle filling stations throughout schools.

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

Special Milk Program

CSBA NOTE: The following section is optional. The Special Milk Program (42 USC 1772; 7 CFR 215.1-215.18) is a federally funded program which assists in providing milk at reasonable prices to students in schools that do not participate in the National School Lunch or Breakfast Program. Pursuant to 7 CFR 215.7, districts may choose to provide milk at no charge to students who qualify for free meals; see BP 3553 - Free and Reduced Price Meals.

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.7)

Food Safety

CSBA NOTE: Pursuant to Health and Safety Code 113789, school cafeterias are among food facilities subject to the California Retail Food Code.

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

CSBA NOTE: The remainder of this section is for use by any district participating in the National School Lunch and/or Breakfast Program and may be used or revised by other districts at their discretion. 42 USC 1758 requires such participating districts to implement a food safety program applicable to any facility or part of a facility in which food is stored, prepared, or served. Pursuant to 42 USC 1758 and 7 CFR 210.13 and 220.7, the food safety program must comply with Hazard Analysis and Critical Control Point (HACCP) principles, which include establishing measures needed to prevent hazards at each stage of food production. Pursuant to 7 CFR 210.13, districts may implement either the "traditional" HACCP system or the simplified "process approach." Under the process approach, foods are grouped together according to preparation process and the same control measure is applied to all menu items within the group, rather than developing an HACCP plan for each item. These principles are described in USDA's, "Guidance for School Food
Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles".

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

CSBA NOTE: Pursuant to 7 CFR 210.30, directors, managers, and staff in the food service program must complete annual training on specified topics, including, but not limited to, training on health and safety standards. Based on CDE Management Bulletin SNP-13-2020, districts must ensure
that such directors, managers, and staff complete an annual continuing education or training on topics that are job-related, including, but not limited to, food safety standards. In addition, at least one employee at each food facility or site must have successfully passed an approved and accredited food safety certification examination in accordance with Health and Safety Code 113947.2-113947.3.

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

CSBA NOTE: The following paragraph is optional. USDA's, "Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles," states that districts should maintain the following types of records in order to periodically review
the food safety program and, in the event of a foodborne illness, to document that reasonable care was exercised in the operation of the school's food service program.

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

Inspection of Food Facilities

CSBA NOTE: Health and Safety Code 113725-113725.3 require all food facilities in California to be inspected by the county environmental health agency in accordance with the timelines and procedures established in county regulations. The inspections cover all food service areas, including cafeterias, vending machines, and mobile food carts. Health and Safety Code 113725 specifies findings that would be considered violations, including (1) improper holding temperatures, improper cooling, or inadequate cooking of potentially hazardous foods (i.e., foods that require temperature control~~)~~), (2) poor personal hygiene of food service employees;, (3) contaminated equipment;, and
(4) food from unapproved sources.

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

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Notwithstanding the requirements of county regulations, districts participating in these programs must obtain at least two safety inspections each school year.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

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

Policy Reference UPDATE Service
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State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs

Ed. Code ~~49500-49505~~49501.5-49506	School meals
~~Ed. Code 49501.5~~	~~California Universal Meals Program~~
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797~~51798~~	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Federal	**Description**
42 USC 1751-1769j	School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources	**Description**
California Department of Education Publication	Healthy Children Ready to Learn, ~~January 2005~~2006 (https://www.cde.ca.gov/ls/fa/sf/documents/healthychildren.pdf)
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022 (https://www.cde.ca.gov/ls/nu/sn/mbsnp132020.asp)
California Department of Food and Agriculture Publication	Planting the Seed: Farm to School Roadmap for Success, February 2022 (https://www.gov.ca.gov/wp-content/uploads/2022/02/Farm_To_School_Report_20220222-small.pdf)

California Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006 (https://www.californiaprojectlean.org/docuserfiles/policy%20in%20Action%20Guide%20FINAL.pdf)
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, ~~2007~~2008 (https://www.csba.org/~/~/media/Files/EducationIssues/Wellness/200910_MFS_Guide.ashx)
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/EducationIssues/ConditionsofChildren/201211MonitoringForSuccess.ashx?la=en&rev=90a8b252b84a4e80b2ebd6c1a6899865)
CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, ~~rev.~~ October 2007 (https://www.csba.org/~/media/3A78FEAF129D488FA34CFAAA16B38911.ashx)
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	~~Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006~~Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006 (https://www.csba.org/~/~/media/B5947DF3DE58432C9B038C9C38360684.ashx)
U.S. Department of Agriculture Publication	School Breakfast Toolkit (https://www.fns.usda.gov/sbp/toolkit)
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005 (https://www.fns.usda.gov/cr/fns-instruction-113-1)
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, ~~2005~~2020 (https://www.dietaryguidelines.gov/sites/default/files/2020-12/Dietary_Guidelines_for_Americans_2020-2025.pdf)
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, ~~December 2007~~May ~~2022 (https://www.fns.usda.gov/tn/food-buying-guide)~~
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010 (https://www.fns.usda.gov/ffvp/fresh-fruits-and-vegetable-program-handbook-schools)
U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005

	(https://www.fns.usda.gov/fs/developing-school-food-safety-program-based-process-approach-haccp)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Farm Bureau Federation
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	California School Nutrition Association
Website	~~California Department of Education, Nutrition Services Division~~California Department of Education, School Nutrition (https://www.cde.ca.gov/ls/nu/sn/)
Website	California Department of Food and Agriculture, Office of Farm to Fork (https://cafarmtofork.cdfa.ca.gov/)
Website	National Alliance for Nutrition and Activity
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Cross References

Code	Description
~~0470~~	~~COVID-19 Mitigation Plan~~
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges

3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
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
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6176	Weekend/Saturday Classes
7110	Facilities Master Plan

Policy 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Revised Date:** 11/10/2022 **| Last Reviewed Date:** 11/10/2022

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

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

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

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

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

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

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

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

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

Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

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

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation and service process.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition

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

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Ed. Code 49501.5-49506	School meals
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U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2020
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, May 2022
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010
U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	California Department of Food and Agriculture, Office of Farm to Fork
Website	CSBA District and County Office of Education Legal Services
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6173-E PDF(2)	Education For Homeless Children
6176	Weekend/Saturday Classes
7110	Facilities Master Plan

Policy 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 11/01/2007 | **Last Revised Date:** ~~06~~03/01/2022~~2024~~ | **Last Reviewed Date:** ~~06~~03/01/~~2022~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice. ~~Beginning in the 2022-23 school year,~~ Education Code 49501.5, as ~~added~~amended by ~~AB 130~~SB 348 (Ch. ~~44~~600, Statutes of ~~2021~~2023), requires districts, during each school day, to ~~provide a~~make available, free of charge, one nutritionally adequate breakfast and one nutritiously adequate lunch ~~free of charge~~ to any student who requests a meal, regardless of the student's eligibility for a federally funded free or reduced-price meal. However, ~~in~~pursuant to Education Code 49431, as amended by AB 95 (Ch. 318, Statutes of 2023), a school is not prohibited from selling an additional nutritiously adequate meal that qualifies for federal reimbursement from the same meal service to a student who has been provided a free meal.

In order to receive reimbursements for the meals, a district ~~must~~is required to be approved for participation in the National School Lunch Program (42 USC 1751-1769j) or the School Breakfast Program (42 USC 1773). Additionally, pursuant to Education Code 49531, as amended by SB 348, a district must comply with state and federal guidelines or regulations in order to be eligible for state meal reimbursement. See BP/AR 3552 - Summer Meal Program, AR 5148 - Child Care and Development, and AR 5148.2 - Before/After School Programs for nutrition requirements pertaining to those programs. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554 - Other Food Sales.

Pursuant to Education Code 49495, the California Department of Education (CDE) has developed guidance, "Breakfast and Snacks for Nonschoolaged Children," available on its website, which provides information on the allowability and options for offering nonschoolaged children breakfast or a morning snack at a school site that serves any of grades K-6.

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

CSBA NOTE: Education Code 49501.5, as amended by SB 348, requires that a nutritionally adequate breakfast and lunch be made available to any student who requests a meal regardless of the student's eligibility for a free or reduced-price meal. However, the district still must determine student eligibility for free or reduced-price meals under the National School Lunch or School Breakfast Program in order to be reimbursed for such meals, as the funds provided under the California Universal Meal Program are meant to supplement, not supplant, federal funds.

Additionally, pursuant to Education Code 49501.5, as amended by SB 348, if a district offers independent study, the district must make available a nutritionally adequate breakfast and lunch on any school day that a student is scheduled for educational activities, as defined in Education Code

49010, lasting two or more hours, at a school site, resource center, meeting space, or other satellite facility.

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. A nutritionally adequate breakfast or lunch is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program or National School Lunch Program.

CSBA NOTE: Pursuant to Education Code 49431, as amended by SB 95, a school is not prohibited from selling an additional nutritiously adequate meal that qualifies for federal reimbursement from the same meal service to a student who has already been provided a free meal.

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

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

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease

   CSBA NOTE: 42 USC 1758b mandates each district participating in the National School Lunch Program (42 USC 1751-1769j) or any program in the Child Nutrition Act (42 USC 1771-1791), including the School Breakfast Program, to adopt a districtwide school wellness policy which includes nutrition guidelines for all foods available on school campuses; see BP 5030 - Student Wellness for language fulfilling this mandate. In addition, Education Code 49501.5, as added ~~by AB 130,~~ requires that meals provided under the California Universal Meals Program qualify for federal reimbursement. Also see the accompanying administrative regulation for state and federal legal requirements ~~pertaining to nutrition standards.~~

2. Meet or exceed nutrition standards specified in law

3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits

4. Be served in age-appropriate portions

~~CSBA NOTE: Education Code 49501.5, as added by AB 130, requires that nutritionally adequate meals be provided to any student who requests a meal regardless of the student's eligibility for a free or reduced-price meal. However, the district still must determine student eligibility for free or reduced-price meals under the National School Lunch or School Breakfast Program, in order to be reimbursed for such meals as the funds provided under the California Universal Meal Program are meant to supplement, not supplant, federal funds.~~ CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. In its, "Food and Nutrition Services Instruction 113-1," the U.S. Department of Agriculture (USDA) states that a district must put in place a public notification system or grassroots effort to inform applicants, participants, and

potentially eligible individuals of program availability, rights and responsibilities, and nondiscrimination policy related to federally funded nutrition programs.

~~5. Be provided at no cost to students who request a meal~~

~~CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. In its, "Food and Nutrition Services Instruction 113-1," the U.S. Department of Agriculture (USDA) states that a district must put in place a public notification system or grassroots effort to inform applicants, participants, and potentially eligible individuals of program availability, rights and responsibilities, and nondiscrimination policy related to federally funded nutrition programs.~~

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

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Grant funding may be available through the Fresh Fruit and Vegetable Program (42 USC 1769a) to provide elementary students with a variety of free fresh fruits and vegetables throughout the school day as a supplement to school breakfast and lunch programs. Eligible schools are those that operate the National School Lunch Program and have 50 percent or more of students eligible for free and reduced-price meals.

Additionally, SB 114 (Ch. 48, Statutes of 2023) allocates funds for eligible districts which may be expended on kitchen infrastructure upgrades and implementing any of the following school food best practices: (1) procuring California-grown or produced, sustainably grown, or whole or minimally processed foods to support equity in procurement practices, (2) using California-grown, whole or minimally processed foods in plant-based or restricted diet meals, (3) procuring plant-based or restricted diet food options, and/or (4) freshly preparing meals onsite. Districts that do not receive the above funding are nonetheless encouraged to follow these school food best practices. In addition, grant funding may be available from the California Department of Food and Agriculture's (CDFA) California Farm to School Incubator Grant, which includes a transitional kingergarten-12 Procurement and Education Grant for districts to procure California grown or produced, whole or minimally processed foods for incorporation into school meals and engage students in hands-on food education opportunities. See BP/AR 3551 - Food Service Operations/Cafeteria Fund for information regarding procurement.

The district's food service program shall give priority to serving ~~unprocessed~~freshly prepared onsite meals, using whole or minimally processed sustainable foods ~~and~~which are locally grown or produced, including fresh fruits and vegetables, and providing plant-based or restricted diet food options for students.

CSBA NOTE: ~~The following paragraph is optional.~~ Both state and federal law support the concept of using locally grown and/or organic produce in school cafeterias. Consistent with the state meal mandate, the Instructional School Gardens Program, established pursuant to Education Code 51795-5179751798, encourages the creation of school gardens as a means of providing children an opportunity to learn to make healthier food choices. Pursuant to Education Code 51798, a district that operates a school garden may sell produce grown in the school garden, regardless of whether the school participates in the Instructional School Gardens Program, if the district complies with

applicable federal, state, and local health and safety requirements for the production, processing, and distribution of the produce. For more information about the benefits of farm to school programs, including the increase in student fruit and vegetable consumption associated with these programs, see CDFA's 2022 publication, "Planting the Seed: Farm to School Roadmap for Success." In addition, 42 USC 1769 permits a high poverty school (schools with 50 percent or more students eligible for free and/or reduced-price meals) that runs a community garden to use produce from the garden to supplement food provided at the school. Thus, such use is allowable provided the foods comply with health and sanitation requirements as well as applicable nutrition standards.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals, positively impact students' knowledge related to food and ~~to~~nutrition, support the district's nutrition education program, and increase students' consumption of these foods and participation in school meals.

CSBA NOTE: The following paragraph is optional. Education Code 49534~~, as amended by AB 486 (Ch. 666, Statutes of 2021),~~ authorizes nutrition education programs to coordinate classroom instruction with the food service program and be of sufficient variety and flexibility to meet the needs of students in the district.

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

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

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

CSBA NOTE: Pursuant to Education Code 49501.5, as amended by SB 348, students must be provided adequate time to eat, as determined by the district in consideration of the recommendations provided by CDE on or before June 30, 2025.

Students shall be allowed adequate time and space to eat meals. (Education Code 49501.5)

To the extent possible, school, recess, and transportation schedules shall be designed to promote participation in school meal programs.

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

CSBA NOTE: The district's food service program is subject to the food safety standards in the California Retail Food Code (Health and Safety Code 113700-114437). In addition, 42 USC 1758 and 7 CFR 210.13 and 220.7 require all schools participating in the National School Lunch and/or Breakfast Program to implement a food safety program for the storage, preparation, and service of school meals. See the accompanying administrative regulation for requirements of the food safety program.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation and service process.

CSBA NOTE: The following optional paragraph may be revised to reflect program evaluation indicators and reporting schedules determined by the district. Districts that participate in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program are subject to a state Administrative Review of district compliance with requirements for federal meal programs, including, but not limited to, a review of nutritional quality, meal patterns, provision of drinking water, school meal environment, and food safety. Each district is reviewed at least once every three years. Also see BP 3551 - Food Service Operations/Cafeteria Fund. However, Education Code 49431, 49431.2, and 49431.5 express legislative intent that the Governing Board annually review the district's compliance with nutrition standards for foods sold outside the National School Lunch or Breakfast Program.

Pursuant to USDA's, "Food and Nutrition Services Instruction 113-1," any district participating in federal meal programs must collect racial and ethnic data on potentially eligible populations, applicants, and program participants; see BP 3555 - Nutrition Program Compliance.

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

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5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions

Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code ~~49500-49505~~49501.5-49506	School meals
~~Ed. Code 49501.5~~	~~California Universal Meals Program~~
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797~~51798~~	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Federal	**Description**
42 USC 1751-1769j	School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources	**Description**
California Department of Education Publication	Healthy Children Ready to Learn, ~~January 2005~~2006 (https://www.cde.ca.gov/ls/fa/sf/documents/healthychildren.pdf)
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022 (https://www.cde.ca.gov/ls/nu/sn/mbsnp132020.asp)

California Department of Food and Agriculture Publication	Planting the Seed: Farm to School Roadmap for Success, February 2022 (https://www.gov.ca.gov/wp-content/uploads/2022/02/Farm_To_School_Report_20220222-small.pdf)
California Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006 (https://www.californiaprojectlean.org/docuserfiles/policy%20in%20Action%20Guide%20FINAL.pdf)
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, ~~2007~~2008 (https://www.csba.org/~/~/media/Files/EducationIssues/Wellness/200910_MFS_Guide.ashx)
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012 (https://www.csba.org/-/media/CSBA/Files/GovernanceResources/EducationIssues/ConditionsofChildren/201211MonitoringForSuccess.ashx?la=en&rev=90a8b252b84a4e80b2ebd6c1a6899865)
CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, ~~rev.~~ October 2007 (https://www.csba.org/~/media/3A78FEAF129D488FA34CFAAA16B38911.ashx)
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	~~Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006~~Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006 (https://www.csba.org/~/~/media/B5947DF3DE58432C9B038C9C38360684.ashx)
U.S. Department of Agriculture Publication	School Breakfast Toolkit (https://www.fns.usda.gov/sbp/toolkit)
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005 (https://www.fns.usda.gov/cr/fns-instruction-113-1)
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, ~~2005~~2020 (https://www.dietaryguidelines.gov/sites/default/files/2020-12/Dietary_Guidelines_for_Americans_2020-2025.pdf)
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, ~~December 2007~~May ~~2022~~ ~~(https://www.fns.usda.gov/tn/food-buying-guide)~~

U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010 (https://www.fns.usda.gov/ffvp/fresh-fruits-and-vegetable-program-handbook-schools)
U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005 (https://www.fns.usda.gov/fs/developing-school-food-safety-program-based-process-approach-haccp)
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Farm Bureau Federation
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	California School Nutrition Association
Website	~~California Department of Education, Nutrition Services Division~~~~California~~ Department ~~of~~ Education~~, School~~ Nutrition (https://www.cde.ca.gov/ls/nu/sn/)
Website	California Department of Food and Agriculture, Office of Farm to Fork (https://cafarmtofork.cdfa.ca.gov/)
Website	National Alliance for Nutrition and Activity
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Cross References

Code	Description
~~0470~~	~~COVID-19 Mitigation Plan~~
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records

1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.6	Parent/Guardian Notifications

5145.6-E(1)	Parent/Guardian Notifications
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
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6176	Weekend/Saturday Classes
7110	Facilities Master Plan

Regulation 3516: Emergencies And Disaster Preparedness Plan

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Reviewed Date:** 05/09/2019

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff
2. Earthquake, flood, or other natural disasters
3. Environmental hazards, such as leakages or spills of hazardous materials
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group
5. Bomb threat or actual detonation
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities
2. Instruction for district staff and students regarding emergency plans, including:
    a. Training of staff in first aid and cardiopulmonary resuscitation
    b. Regular practice of emergency procedures by students and staff
3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
    a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
    b. Individuals responsible for specific duties
    c. Designation of the principal for the overall control and supervision of activities at each school during an emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
    d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
    e. Assignment of responsibility for identification of injured persons and administration of first aid
4. Personal safety and security, including:
    a. Identification of areas of responsibility for the supervision of students
    b. Procedures for the evacuation of students and staff, including posting of evacuation routes
    c. Procedures for the release of students, including a procedure to release students when reference to the emergency card is not feasible
    d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

e. Provision of a first aid kit to each classroom

f. Arrangements for students and staff with special needs

g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

5. Closure of schools, including an analysis of:

   a. The impact on student learning and methods to ensure continuity of instruction

   b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

6. Communication among staff, parents/guardians, the Board of Education, other governmental agencies, and the media during an emergency, including:

   a. Identification of spokesperson(s)

   b. Development and testing of communication platforms, such as hotlines, telephone trees, web sites, social media, and electronic notifications

   c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand

   d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians

7. Cooperation with other state and local agencies, including:

   a. Development of guidelines for law enforcement involvement and intervention

   b. Collaboration with the local health department, including development of a tracking system to alert the local health department of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease

8. Steps to be taken after the disaster or emergency, including:

   a. Inspection of school facilities

   b. Provision of mental health services for students and staff, as needed

The Superintendent or designee shall assemble key information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuation routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, and procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems. Such information shall be stored in a box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.

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
19 CCR 2400-2450	Standardized Emergency Management System
5 CCR 550	Fire drills
5 CCR 560	Civil defense and disaster preparedness plans

CA Constitution Article 20, Section 3	Oath or affirmation
Civ. Code 1714.5	Release from liability for disaster service workers and shelters
Ed. Code 32001	Fire alarms and drills
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 39834	Operating overloaded bus
Ed. Code 46390-46392	Emergency average daily attendance in case of disaster
Ed. Code 49505	Natural disaster; meals for homeless students; reimbursement
Gov. Code 11549	Cybersecurity assessment
Gov. Code 11549.3	Office of information security
Gov. Code 3100-3109	Oath or affirmation of allegiance
Gov. Code 8586.5	California Cybersecurity Integration Center
Gov. Code 8607	Standardized Emergency Management System
Public Utilities Code 2872	Automatic dialing

Federal References	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 12101-12213	Americans with Disabilities Act

Management Resources References	**Description**
Cal OES Publication	California Emergency Management for Schools: A Guide for Districts and Sites
Cal OES Publication	School Emergency Response: Using SEMS at Districts and Sites, June 1998
Cal OES Publication	State of California Emergency Plan, 2017
Cal OES Publication	Active Shooter Awareness Guidance, February 2018
California Department of Education Publication	Crisis Response Box, 2000
Federal Emergency Management Agency Publication	National Incident Management System, 3rd ed., October 2017
U.S. Department of Education Publication	Guide for Developing High-Quality School Emergency Operations Plans, 2013
Website	California Public Utilities Commission
Website	California Office of Emergency Services: School Emergency Planning & Safety
Website	California Department of Education, Comprehensive School Safety Plans
Website	California Cybersecurity Integration Center
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Crisis Preparedness
Website	Centers for Disease Control and Prevention
Website	U.S. Department of Education, Emergency Planning
Website	U.S. Department of Homeland Security
Website	Federal Emergency Management Agency
Website	California Governor's Office of Emergency Services

Website	California Seismic Safety Commission
Website	American Red Cross
Website	California Attorney General's Office
Website	CSBA

Cross References	Description
0400	Comprehensive Plans
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1100	Communication With The Public
1112	Media Relations
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
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3000	Concepts And Roles
3511	Energy And Water Management
3511	Energy And Water Management
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.7	Firearms On School Grounds

3516.1	Fire Drills And Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3540	Transportation
3540	Transportation
3543	Transportation Safety And Emergencies
3580	District Records
3580	District Records
4113.5	Working Remotely
4119.41	Employees With Infectious Disease
4131	Staff Development
4157	Employee Safety
4157	Employee Safety
4213.5	Working Remotely
4219.41	Employees With Infectious Disease
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4331	Staff Development
4357	Employee Safety
4357	Employee Safety
5113	Absences And Excuses
5113	Absences And Excuses
5131.4	Student Disturbances
5131.4	Student Disturbances
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5142	Safety
5142	Safety
6142.8	Comprehensive Health Education

6142.8	Comprehensive Health Education
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6164.2	Guidance/Counseling Services
7111	Evaluating Existing Buildings
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 3516: Emergencies And Disaster Preparedness Plan

Status: ADOPTED

Original Adopted Date: 11/01/2004 | **Last Revised Date:** ~~05~~03/01/~~2018~~2024 | **Last Reviewed Date:** ~~05~~03/01/~~2018~~2024

CSBA NOTE: The following administrative regulation should be modified to reflect district practice. The list below reflects material listed on the California Department of Education's (CDE) website related to comprehensive school safety plans, and the Office of Emergency Services (OES) publication, "California Emergency Management for Schools: A Guide for Districts and Sites".

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff
2. Earthquake, flood, or other natural disasters
3. Environmental hazards, such as leakages or spills of hazardous materials
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group
5. Bomb threat or actual detonation
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak
8. Attack or threat of attack to the district's digital network and technology infrastructure

CSBA NOTE: The following list reflects material listed on OES' website related to School Emergency Planning and Safety.

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities

CSBA NOTE: Pursuant to Government Code 8586.5, the California Cybersecurity Integration Center (CSIC) serves as the central organizing hub of the state government's cybersecurity preparedness and response activities and coordinates cyber intelligence and information sharing, and, as amended by AB 1023 (Ch. 555, Statutes of 2023), is required to coordinate information sharing, including cyber threat information, to school districts.

Additionally, Government Code 11549.3 authorizes districts, at district expense, to request the Military Department, in consultation with CSIC, to perform an independent security assessment of the district or an individual district school. Districts are encouraged to consult with 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.

2. Routine monitoring of the security of the district's digital network and technology infrastructure

~~2~~ 3. Instruction for district staff and students regarding emergency plans, including:

a. Training of staff in first aid and cardiopulmonary resuscitation

b. Regular practice of emergency procedures by students and staff

34. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:

a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site

b. Individuals responsible for specific duties

c. Designation of the principal for the overall control and supervision of activities at each school during an emergency, including authorization to use ~~his/her~~ discretion in situations which do not permit execution of prearranged plans

d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation

e. Assignment of responsibility for identification of injured persons and administration of first aid

45. Personal safety and security, including:

a. Identification of areas of responsibility for the supervision of students

b. Procedures for the evacuation of students and staff, including posting of evacuation routes

c. Procedures for the release of students, including a procedure to release students when reference to the emergency card is not feasible

CSBA NOTE: Although loading a school bus in excess of capacity is generally prohibited, Education Code 39834 allows the Governing Board to adopt a policy or rule permitting such overloading for the evacuation of students in case of an emergency, as provided in the following paragraph.

d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

e. Provision of a first aid kit to each classroom

f. Arrangements for students and staff with special needs

g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

56. Closure of schools, including an analysis of:

    a. The impact on student learning and methods to ensure continuity of instruction

    b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

67. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:

    a. Identification of spokesperson(s)

    CSBA NOTE: Pursuant to Public Utilities Code 2872, the use of an automatic dialing device by schools for the purpose of contacting parents/guardians of students regarding attendance or the health or safety of students is exempt from the control and regulation of the Public Utilities Commission.

    b. Development and testing of communication platforms, such as hotlines, automatic dialing devices, telephone trees, ~~web sites~~websites, social media, and electronic notifications

    c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand

    d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians

78. Cooperation with other state and local agencies, including:

    a. Development of guidelines for law enforcement involvement and intervention

    b. Collaboration with the local health department, including development of a tracking system to alert the local health department of a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease

89. Steps to be taken after the disaster or emergency, including:

    a. Inspection of school facilities

    b. Provision of mental health services for students and staff, as needed

CSBA NOTE: The following optional paragraph reflects a recommendation of the California Office of the Attorney General and ~~the California Department of Education~~ (CDE) in their joint publication , "Crisis Response Box,," which is available on the CDE's ~~web site~~website.

The Superintendent or designee shall assemble ~~key~~critical information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuation routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, ~~and~~ procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems,

information to access the district's technology infrastructure, and insurance information. Such information shall be stored in a

box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.

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
19 CCR 2400-2450	Standardized Emergency Management System
5 CCR 550	Fire drills
5 CCR 560	Civil defense and disaster preparedness plans
CA Constitution Article 20, Section 3	Oath or affirmation
Civ. Code 1714.5	Release from liability for disaster service workers and shelters
Ed. Code 32001	Fire alarms and drills
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 39834	Operating overloaded bus
Ed. Code 46390-46392	Emergency average daily attendance in case of disaster
Ed. Code 49505	Natural disaster; meals for homeless students; reimbursement
Gov. Code 3100-3109	Oath or affirmation of allegiance
Gov. Code 8586.5	California Cybersecurity Integration Center
Gov. Code 8607	Standardized Emergency Management System
Gov. Code 11549	Cybersecurity assessment
Gov. Code 11549.3	Office of information security
Public Utilities Code 2872	Automatic dialing

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	Description
Cal OES Publication	California Emergency Management for Schools: A Guide for Districts and Sites
Cal OES Publication	School Emergency Response: Using SEMS at Districts and Sites, June 1998
Cal OES Publication	State of California Emergency Plan, 2017

Cal OES Publication	Active Shooter Awareness Guidance, February 2018
California Department of Education Publication	Crisis Response Box, 2000
~~Fed. Emgcy. Mgmt.~~Federal Emergency Management Agency ~~Pub.~~Publication	National Incident Management System, 3rd ed., October 2017
U.S. ~~DOE~~Department of Education Publication	Guide for Developing High-Quality School Emergency Operations Plans, 2013
Website	CSBA District and County Office of Education Legal Services
Website	California Cybersecurity Integration Center (https://www.caloes.ca.gov/office-of-the-director/operations/homeland-security/california-cybersecurity-integration-center/)
Website	California Department of Education, Comprehensive School Safety Plans (https://www.cde.ca.gov/ls/ss/vp/cssp.asp)
Website	California Department of Education, Crisis Preparedness
Website	Centers for Disease Control and Prevention
Website	California Office of Emergency Services: School Emergency Planning & Safety (https://www.caloes.ca.gov/office-of-the-director/operations/planning-preparedness-prevention/planning-preparedness/school-emergency-planning-safety/)
Website	U.S. Department of Education, Emergency Planning
Website	U.S. Department of Homeland Security
Website	Federal Emergency Management Agency
Website	California Governor's Office of Emergency Services
Website	California Public Utilities Commission (https://www.cpuc.ca.gov/)
Website	California Seismic Safety Commission
Website	American Red Cross
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
0400	Comprehensive Plans

0420	School Plans/Site Councils
0420	School Plans/Site Councils
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
1100	Communication With The Public
1112	Media Relations
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3000	Concepts And Roles
3511	Energy And Water Management
3511	Energy And Water Management
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions

3515.2	Disruptions
3515.7	Firearms On School Grounds
3516.1	Fire Drills And Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3540	Transportation
3543	Transportation Safety And Emergencies
3580	District Records
3580	District Records
4112.3	Oath Or Affirmation
4112.3-E(1)	Oath Or Affirmation
4113.5	Working Remotely
4119.41	Employees With Infectious Disease
4131	Staff Development
4157	Employee Safety
4157	Employee Safety
4212.3	Oath Or Affirmation
4212.3-E(1)	Oath Or Affirmation
4213.5	Working Remotely
4219.41	Employees With Infectious Disease
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4312.3	Oath Or Affirmation
4312.3-E(1)	Oath Or Affirmation
4313.5	Working Remotely
4319.41	Employees With Infectious Disease

4357	Employee Safety
4357	Employee Safety
5113	Absences And Excuses
5113	Absences And Excuses
5131.4	Student Disturbances
5131.4	Student Disturbances
5141	Health Care And Emergencies
5141	Health Care And Emergencies
~~5141.21~~	~~Administering Medication And Monitoring Health Conditions~~
~~5141.21~~	~~Administering Medication And Monitoring Health Conditions~~
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5142	Safety
5142	Safety
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6164.2	Guidance/Counseling Services
7111	Evaluating Existing Buildings
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 3516: Emergencies And Disaster Preparedness Plan

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Reviewed Date:** 05/09/2019

The Board of Education recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services the district may deem necessary to meet the community's needs. (Education Code 32282)

District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

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
19 CCR 2400-2450	Standardized Emergency Management System
5 CCR 550	Fire drills
5 CCR 560	Civil defense and disaster preparedness plans
CA Constitution Article 20, Section 3	Oath or affirmation
Civ. Code 1714.5	Release from liability for disaster service workers and shelters
Ed. Code 32001	Fire alarms and drills
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 39834	Operating overloaded bus
Ed. Code 46390-46392	Emergency average daily attendance in case of disaster
Ed. Code 49505	Natural disaster; meals for homeless students; reimbursement
Gov. Code 11549	Cybersecurity assessment
Gov. Code 11549.3	Office of information security

Gov. Code 3100-3109	Oath or affirmation of allegiance
Gov. Code 8586.5	California Cybersecurity Integration Center
Gov. Code 8607	Standardized Emergency Management System
Public Utilities Code 2872	Automatic dialing

Federal References	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 12101-12213	Americans with Disabilities Act

Management Resources References	**Description**
Cal OES Publication	California Emergency Management for Schools: A Guide for Districts and Sites
Cal OES Publication	School Emergency Response: Using SEMS at Districts and Sites, June 1998
Cal OES Publication	State of California Emergency Plan, 2017
Cal OES Publication	Active Shooter Awareness Guidance, February 2018
California Department of Education Publication	Crisis Response Box, 2000
Federal Emergency Management Agency Publication	National Incident Management System, 3rd ed., October 2017
U.S. Department of Education Publication	Guide for Developing High-Quality School Emergency Operations Plans, 2013
Website	California Public Utilities Commission
Website	California Office of Emergency Services: School Emergency Planning & Safety
Website	California Department of Education, Comprehensive School Safety Plans
Website	California Cybersecurity Integration Center
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Crisis Preparedness
Website	Centers for Disease Control and Prevention
Website	U.S. Department of Education, Emergency Planning
Website	U.S. Department of Homeland Security
Website	Federal Emergency Management Agency
Website	California Governor's Office of Emergency Services
Website	California Seismic Safety Commission
Website	American Red Cross
Website	California Attorney General's Office
Website	CSBA

Cross References	**Description**
0400	Comprehensive Plans
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan

1100	Communication With The Public
1112	Media Relations
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
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3000	Concepts And Roles
3511	Energy And Water Management
3511	Energy And Water Management
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.7	Firearms On School Grounds
3516.1	Fire Drills And Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3540	Transportation
3540	Transportation

3543	Transportation Safety And Emergencies
3580	District Records
3580	District Records
4113.5	Working Remotely
4119.41	Employees With Infectious Disease
4131	Staff Development
4157	Employee Safety
4157	Employee Safety
4213.5	Working Remotely
4219.41	Employees With Infectious Disease
4231	Staff Development
4257	Employee Safety
4257	Employee Safety
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4331	Staff Development
4357	Employee Safety
4357	Employee Safety
5113	Absences And Excuses
5113	Absences And Excuses
5131.4	Student Disturbances
5131.4	Student Disturbances
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5142	Safety
5142	Safety
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6164.2	Guidance/Counseling Services
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9321-E(1)	Closed Session
9321-E(2)	Closed Session

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Manuel Bojorquez,
Director of Human Resources

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 4000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

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

- Board Policy 4111/4211/4311 - Recruitment and Selection
- Administrative Regulation 4112.5/4212.5/4312.5 - Criminal Record Check
- Exhibit(1) 4112.5/4212.5/4312.5 - Criminal Record Check
- Board Policy/Regulation 4118 - Dismissal/Suspension/Disciplinary Action
- Board Policy 4140/4240/4340 - Bargaining Units
- Board Policy/Administrative Regulation 4157/4257/4357 - Employee Safety
- Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries
- Board Policy/Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action.

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 4000 series: Board Policy 4111/4211/4311 - Recruitment and Selection, Administrative Regulation 4112.5/4212.5/4312.5 - Criminal Record Check, Exhibit(1) 4112.5/4212.5/4312.5 - Criminal Record Check, Board Policy/Regulation 4118 - Dismissal/Suspension/Disciplinary Action, Board Policy 4140/4240/4340 - Bargaining Units, Board Policy/Administrative Regulation 4157/4257/4357 - Employee Safety, Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries and Board Policy/Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

4000 SERIES

Board Policy 4111/4211/4311 - Recruitment and Selection

Policy updated to reflect **NEW GUIDANCE** from the California Department of Education and the Commission on Teacher Credentialling related to the benefit to students when district staff reflects the racial, ethnic, linguistic and cultural diversity of the district, and when the district's recruitment and selection process seeks to establish and maintain a diverse staff. Additionally, policy updated to include that the pay scale for an open position be included in the job posting. In addition, policy updated to include that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, and reflect **NEW LAW (SB 700, 2023)** which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information, In addition, policy updated to provide that the district retains the right to maintain drug-free schools and to prohibit employees from possessing, being impaired by, or using cannabis while on the job. Policy also updated to include that, in addition to Governing Board approval and district needs, the provision of incentives to recruit teachers be in accordance with any applicable collective bargaining agreement.

Administrative Regulation 4112.5/4212.5/4312.5 - Criminal Record Check

Regulation updated to reference that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, including **NEW LAW (SB 700, 2023)** which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. Additionally, regulation updated for clarity.

Exhibit(1) 4112.5/4212.5/4312.5 - Criminal Record Check

Exhibit reviewed in conjunction with the update of the accompanying Administrative Regulation.

Board Policy 4118 - Dismissal/Suspension/Disciplinary Action

Policy updated to generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION** (Visalia Unified School District v. PERB) which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

Regulation 4118 - Dismissal/Suspension/Disciplinary Action

Regulation updated to reference that discrimination against a person in termination or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace is prohibited, and to clarify that proper notice is required by March 15 of the employee's second complete consecutive year of employment for the district to not rehire a probationary employee for the following school year without giving a statement of reasons. Additionally, regulation updated to delete outdated material and for clarity.

Board Policy 4140/4240/4340 - Bargaining Units

Policy updated to clarify use of "employee organization," "recognized employee organization," "exclusive representative," and "bargaining unit". Additionally, policy updated to clarify Public Employee Relations Board opinions regarding when a district may restrict the wearing of union buttons, insignia, or other pictorial or written messages by employees, when a district may limit an employee organization's ability to communicate

with its members, and what constitutes "reasonable restrictions" by a district. In addition, policy updated to remove outdated material related to COVID-19, and reflect **NEW LAW (AB 243, 2023)** which extends the Safe at Home address confidentiality protection to victims of child abduction and members of their households. Policy also updated for clarity, precision, organization, and consistency.

Board Policy 4157/4257/4357 - Employee Safety

Policy updated to reference NEW LAW (SB 553, 2023) which requires, starting July 1, 2024, districts to establish, implement, and maintain at all times and in all work areas a workplace violence prevention plan with specified components.

Administrative Regulation 4157/4257/4357 - Employee Safety

Regulation updated to add that the Department of Industrial Relations Division of Occupational Safety and Health may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to an imminent hazard. Additionally, regulation updated to reflect **NEW LAW (SB 553, 2023)** which requires, starting July 1, 2024, districts to (1) establish, implement, and maintain at all times and in all work areas a violence prevention plan with specified components, and (2) provide all employees with training when the plan is first established and annually thereafter. In addition, regulation updated to delete outdated information related to actions districts were required to take upon notice of potential exposure to COVID-19.

Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries

Regulation updated to move material related to notice requirements for an employee who is a victim of a crime for better placement of content, and delete outdated information related to workers' compensation benefits for illness or death resulting from COVID-19.

Board Policy 4218 - Dismissal/Suspension/Disciplinary Action

Policy updated to add that the Governing Board expects all employees to serve as positive role models at school and in the community for consistency with expectations for certificated staff, generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION** (Visalia Unified School District v. PERB) which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, clarify that if a timely request for a hearing is submitted, a third-party hearing officer is required to conduct the hearing if the Board has delegated such authority, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action

Regulation updated to reference that discrimination against a person in termination or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace is prohibited. Additionally, regulation updated to delete outdated material and for clarity.

Policy 4111: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: 07/01/2012 | **Last Revised Date:** 03/01/20182024 | **Last Reviewed Date:** 03/01/~~2018~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice and ~~related~~should be aligned with relevant collective bargaining agreement provisions~~of collective bargaining agreements.~~

~~The~~ Additionally, the Governing Board should ensure that district hiring procedures are ~~designed to avoid liability for negligent hiring.~~aligned with law, Board policy, and collective bargaining agreements. In *C.A. v. William S. Hart Union High School District*, the California Supreme Court held that a district can be held vicariously liable for the negligence of its administrators and supervisors in the hiring, retention, and supervision of a counselor who sexually harassed and/or abused a student.

The following paragraph reflects concepts from the California Department of Education's (CDE) publication, "How to Increase the Diversity of California's Educator Workforce," and the California Commission on Teacher Credentialing's (CTC) publication, "Strategic Plan: Ensuring Educator Excellence," related to the benefits students receive when staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. ~~He/she~~ The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

CSBA NOTE: Pursuant to Labor Code 432.3, an employer with 15 or more employees is required to include the pay scale for a position in any job posting.

~~The district's selection procedures~~ When posting an employment opportunity, the Superintendent or designee shall include ~~screening processes, interviews, recommendations from previous employers,~~the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and ~~observations when~~maintain appropriate~~, as necessary~~ hiring procedures to identify the best possible ~~candidate~~candidates for a position.

~~The Superintendent or designee may establish~~ In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential~~ in accordance with law.~~

~~No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws~~and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

CSBA NOTE: Pursuant to Government Code 12954, the district may not discriminate against a person in hiring based on the person's use of cannabis when off the job or away from the workplace. Additionally, Government Code 12954, as amended by SB 700 (Ch. 408, Statutes of 2023), prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. However, Government Code 12954 does not interfere with the district's right to maintain drug-free schools or to prohibit employees from possessing, being impaired by, or using cannabis while at work. Government Code 12954 does not preempt state or federal laws requiring applicants to be tested for controlled substances as a condition of employment or to applicants in the building and construction trades or for positions requiring a federal background investigation. The district may utilize drug screenings that do not rely on nonpsychoactive cannabis metabolite results. Districts with questions about applicant cannabis use or screening should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

CSBA NOTE: Labor Code 432.3, ~~as added by AB 168 (Ch. 688, Statutes of 2017),~~ prohibits districts from seeking a job applicant's salary history information and from relying on salary history as a factor in determining whether to offer employment to an applicant or the salary to offer. However, if the applicant discloses salary history information voluntarily and without prompting, the district is not prohibited from considering or relying on such information in determining the salary for that applicant. Labor Code 432.3 is not applicable to salary history information that is disclosable pursuant to the California Public Records Act (Government Code 7920.000 - 7930.170) or the Freedom of Information Act (5 USC 552).

The Superintendent or designee shall not inquire, orally or in writing, ~~in regard to~~about an applicant's salary history information, including compensation and benefits. ~~He/she~~Additionally, the Superintendent or designee shall ~~also~~ not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. ~~Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying.~~ (Labor Code 432.3)

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

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

CSBA NOTE: ~~The~~Consistent with any applicable collective bargaining agreements, the district may offer incentives (e.g., signing bonuses, assistance with beginning teacher induction costs, assistance with the process of obtaining a clear credential including covering credential costs, a mentoring program, additional compensation, and/or subsidized housing) to recruit teachers, administrators, or other employees in accordance with district needs.

~~AB 99~~SB 114 (Ch. ~~15~~48, Statutes of ~~2017~~2023) establishes the ~~California Educator Development (CalED) grant program~~Diverse Education Leaders Pipeline Initiative to ~~assist districts with attracting~~train, place, and ~~supporting the preparation~~retain culturally responsive school administrators to improve student outcomes and ~~continued learning~~meet the needs of ~~teachers, principals, and other school leaders~~California's education workforce.

~~H~~Health and Safety Code 53573 permits districts to establish and implement programs that address the housing needs of teachers and other district employees who face challenges in securing affordable housing. Health and Safety Code 53574 enables housing projects on district property restricted to rentals for district employees to qualify for both federal and state low-income housing tax credits. For more information regarding housing for district employees, see the Center for Cities + Schools (UC Berkeley), cityLAB (UCLA), and the Terner Center for Housing Innovation's (UC Berkeley), "Education Workforce Housing Handbook."

The following optional section may be revised to reflect local incentive programs.

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

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 200-262.4	Prohibition of discrimination
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44259	Teaching credential, exception; designated subjects; minimum requirements
Ed. Code 44750	Teacher recruitment resource center

Ed. Code 44830-44831	Employment of certificated persons
Ed. Code 44858	Age or marital status in certificated positions
Ed. Code 44859	Prohibition against certain rules and regulations ~~re:~~regarding residency
Ed. Code 45103-45139	Employment (; classified employees)
Ed. Code 49406	Examination for tuberculosis
Gov. Code 12900-12996	Fair Employment and Housing Act
~~Gov. Code 12940-12957~~	~~Discrimination prohibited; unlawful practices~~
Gov. Code 7920.000-7930.~~170~~215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
5 USC 552	Freedom of Information Act
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices

Manage~~ment Resources~~	**Description**
~~CCSESA~~California County Superintendents Publication	Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017
California Department of Education Publication	How to Increase the Diversity of California's Educator Workforce, April 2022 (https://www.cde.ca.gov/pd/ee/documents/dtwcouncilreportapril22.pdf)
California Commission on Teacher Credentialing Publication	Strategic Plan: Ensuring Educator Excellence, 2023 (https://www.ctc.ca.gov/docs/default-source/commission/files/ctc-strategic-plan.pdf?sfvrsn=baef20b1_12)

Center for Cities + Schools, cityLAB, and Terner Center for Housing Innovation Publication	Education Workforce Housing Handbook, 2022 (https://citylab.ucla.edu/education-workforce-housing-research-report)
Center for Cities + Schools, cityLAB, and Terner Center for Housing Innovation Publication	Education Workforce Housing in California: Developing the 21st Century Campus, 2021 (https://citylab.ucla.edu/education-workforce-housing-research-report)
Court Decision	C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education (https://www.cde.ca.gov/)
Website	Commission on Teacher Credentialing
Website	Education Job Opportunities Information Network
Website	Teach USA
Website	California County Superintendents
Website	California Civil Rights Department
Website	U.S. Department of Education
Website	U.S. Equal Employment Opportunity Commission
Website	University of California Berkeley, Center for Cities + Schools (https://citiesandschools.berkeley.edu/)
Website	University of California Berkeley, Terner Center for Housing Innovation (https://ternercenter.berkeley.edu/)
Website	University of California Los Angeles, cityLAB (https://www.citylab.ucla.edu/)

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
2230	Representative And Deliberative Groups
3542	School Bus Drivers
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4100	Certificated Personnel

4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.23	Special Education Staff
4112.61	Employment References
4112.8	Employment Of Relatives
4113	Assignment
4113	Assignment
4117.14	Postretirement Employment
4200	Classified Personnel
4200	Classified Personnel
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212	Appointment And Conditions Of Employment
4212.61	Employment References
4212.8	Employment Of Relatives
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.1	Contracts
4312.61	Employment References
4312.8	Employment Of Relatives
4317.14	Postretirement Employment
4331	Staff Development
6141.4	International Baccalaureate Program
6141.5	Advanced Placement

6171	Title I Programs
9000	Role Of The Board

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 06/22/2023 **| Last Reviewed Date:** 06/22/2023

Causes for Disciplinary Action

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

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position
14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

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

Initiation and Notification of Charges

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

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

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

Request for Board Hearing

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

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

Employment Status Pending a Disciplinary Hearing

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

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

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

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

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

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
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45116	Notice of disciplinary action
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charged with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Gov. Code 12954	Employment discrimination; cannabis use
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal References	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses

Management Resources References	Description
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
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Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education
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3515.3	District Police/Security Department
3515.3	District Police/Security Department
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4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.22	Dress And Grooming
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5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4218: Dismissal/Suspension/Disciplinary Action **Status:** ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** 03/01/20232024 | **Last Reviewed Date:** 03/01/~~2023~~2024

Causes for Disciplinary Action

~~CSBA NOTE: The following section should be revised to reflect district practice.~~CSBA NOTE: The following optional admininstrative regulation is subject to collective bargaining and should be revised in accordance with any applicable collective bargaining agreements. To the extent that this administrative regulation is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law. Education Code 45113 mandates districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Pursuant to Education Code 45101, such employees may be disciplined only for cause as so prescribed.

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

CSBA NOTE: Pursuant to Education Code 45122.1, 45123, and 45124, districts must not continue to employ anyone who has been convicted of a specified sex offense, controlled substance offense, or violent or serious offense as defined, except for employees who have been rehabilitated or had their conviction reversed or the charges dismissed. Also see AR 4112.5/4212.5/4312.5 - Criminal Record Check.

Pursuant to Government Code 12954, the district may not discriminate against a person in termination or any term or condition of employment, based on the person's use of cannabis when off the job or away from the workplace, and consequently, districts may be prohibited from disciplining employees in certain circumstances. However, certain employees may be subject to stricter laws related to drug testing. Districts with questions about drug testing employees should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

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

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)

3. Unlawful discrimination, including harassment, against any student or other employee

4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure

5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records

6. Unsatisfactory performance

7. Unprofessional conduct

8. Dishonesty

9. Neglect of duty or absence without leave

10. Insubordination

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

12. Destruction or misuse of district property

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

CSBA NOTE: Pursuant to the federal Americans with Disabilities Act (42 USC 12101-12213) and the state's Fair Employment and Housing Act (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.

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

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

16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism

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

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

Initiation and Notification of Charges

CSBA NOTE: Pursuant to *Skelly v. State Personnel Board*, permanent public employees are entitled to due process before any punitive disciplinary action, such as termination, suspension, or demotion, may be taken against such employees. These procedural rights include ~~provision of~~ notice of the materials upon which the proposed action is based and the right to respond, either orally or in writing, to a district official ("Skelly officer") who is designated to decide whether the recommended discipline should be imposed.

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

CSBA NOTE: Education Code 45113 mandates districts to adopt disciplinary procedures ~~which~~that contain provisions for giving classified employees ~~a~~ written notice of specific charges, the employee's right to a hearing on those charges, the time within which the hearing may be requested, and a card or paper to complete to request a hearing.

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

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

Request for Board Hearing

CSBA NOTE: As provided in the section "Initiation and Notification of Charges" above, Education Code 45113 requires that the notice of disciplinary action include the time within which a hearing may be requested, which cannot be less than five days after service of the notice to the employee. In *California School Employees Association v. Livingston Union School District*, the appeals court ruled that the district failed to provide due process to an employee when it denied the employee the opportunity to request a hearing based on the employee's failure to respond within five days after service of the notice. The district's policy had established the date of "service of the notice" as the date of mailing, but the employee was a 10-month employee who was out of town when the notice was delivered. The court held that the notice was not "reasonably calculated" to provide an opportunity to timely request a hearing. Thus, it is recommended that districts use the date of the employee's receipt of the notice as the date upon which the five-day response period begins. For further information on the evidentiary hearing conducted by the Board or a hearing officer, see the accompanying Board policy.

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

notice. (Education Code 45113)

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

Employment Status Pending a Disciplinary Hearing

CSBA NOTE: Education Code 45113, ~~as amended by AB 2413 (Ch. 913, Statutes of 2022),~~ prohibits a district from suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee who timely requests a hearing pending discipline, unless excepted by law as reflected below. To the extent Education Code 45113, ~~as amended by AB 2413,~~ conflicts with any collective bargaining agreement the district entered into before January 1, 2023, the new requirements described above would not apply until the expiration or renewal of the agreement.

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

CSBA NOTE: State law requires that classified employees in merit system districts and certificated employees be immediately placed on compulsory leave of absence when the district has been informed that charges have been filed on a mandatory leave of absence offense specified in Education Code 44940 and 45304, and gives districts discretion to place such employees on leave

for other specified offenses. Existing law does not provide for application to classified employees in nonmerit system districts regarding compulsory leave of absence.

Upon being informed ~~by law enforcement~~ that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44940, 45304)

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

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or ~~tetrahydrocannabinols.~~ tetrahydrocannabinol. (Education Code 44940, 44940.5, 45304)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal. (Education Code 44940, 44940.5)

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
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Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
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Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
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4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
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4312.42	Drug And Alcohol Testing For School Bus Drivers
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5145.7	Sexual Harassment
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5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 01/23/2020 **| Last Revised Date:** 06/22/2023 **| Last Reviewed Date:** 06/22/2023

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

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

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

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

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

Procedures for Serious Disciplinary Proceedings

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

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

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

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the

Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

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

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

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

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

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

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

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

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

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
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45116	Notice of disciplinary action

Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charged with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Gov. Code 12954	Employment discrimination; cannabis use
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal References	**Description**
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses

Management Resources References	**Description**
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education
Website	CSBA

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1114	District-Sponsored Social Media
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1312.1	Complaints Concerning District Employees
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3513.3	Tobacco-Free Schools

3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
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4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
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5145.9	Hate-Motivated Behavior
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6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2019 | **Last Revised Date:** 03/01/20232024 | **Last Reviewed Date:** 03/01/~~2023~~2024

CSBA NOTE: The following optional policy ~~is~~and accompanying administrative regulation are for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following optional policy ~~is~~and accompanying administrative regulation are subject to collective bargaining and ~~may~~should be ~~deleted or~~ revised ~~by~~in accordance with any ~~district whose~~applicable collective bargaining agreement ~~covers classified employee dismissal, suspension, and other disciplinary action~~. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail., so long as the provision is consistent with law.

The Governing Board expects all employees to perform their jobs satisfactorily ~~and~~, to exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all of the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. ~~In Kennedy v. Bremerton School District, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer.~~

Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel, accordingly.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. ~~An employee's private exercise of personal~~

~~beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.~~

CSBA NOTE: In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district could not discipline an employee for non-coercive religious conduct while the employee was acting as a private citizen. For more information, see the U.S. Department of Education's May 2023, "Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools." Also see BP/AR 4030 - Nondiscrimination in Employment and BP 4119.1 - Civil and Legal Rights.

In *Visalia Unified School District v. Public Employment Relations Board* (PERB), the Fifth District Court of Appeal upheld PERB's determination that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of the employee's complaint of retaliation for union activities and that the district retaliated against the employee. However, the court ultimately held in favor of the district, finding that the district proved it would have terminated the employee for poor performance regardless of the protected union activity. Districts with questions about terminating an officer of an employee organization are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

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

~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~

A probationary classified employee may be dismissed without cause ~~at any time prior to the expiration of~~anytime before the probationary period expires.

CSBA NOTE: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also, see the accompanying administrative regulation.

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

Procedures for Serious Disciplinary Proceedings

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

In *Skelly v. State Personnel Board*, the California Supreme Court held that permanent public employees have a right to certain due process protections prior to any punitive disciplinary action, such as termination, suspension, or demotion. These procedural rights include notice of the proposed materials upon which the action is based and the right to respond, either orally or in writing, to the individual recommending that discipline be imposed. These procedural rights are designed to protect an employee who may be wrongfully disciplined, without necessitating a full evidentiary hearing before the Governing Board. Therefore, CSBA recommends that the Superintendent or designee appoint a Skelly officer to evaluate whether there are reasonable grounds for believing that the employee engaged in the alleged misconduct and whether the proposed discipline is justified.

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

CSBA NOTE: Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any disciplinary action against the employee, including a time period during which the employee may request a Board hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. Districts that refer all ~~serious~~ disciplinary matters to a third-party hearing officer rather than holding Board hearings should revise the remainder of this section accordingly.

Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. (Education Code 45113,
45116)

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

If a timely request is submitted, a hearing shall be conducted by the Board. ~~or~~ or by a third-party hearing officer, in accordance with law. (Education Code 45113, 45312)

CSBA NOTE: ~~Subject to the exception described below,~~ Education Code 45113~~, as amended by AB 2413 (Ch. 913, Statutes of 2022),~~ prohibits a district from suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee who timely requests a hearing pending discipline, unless excepted by law. To the extent Education ~~Code 45113, as amended~~ by AB 2413, conflicts with any collective bargaining agreement the district entered into before January 1, 2023, the new requirements described above would not apply until the expiration or renewal of the agreement. See the section "Employment Status Pending a Disciplinary Hearing" in the accompanying administrative regulation.

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

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

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

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

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

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

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

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to

the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

CSBA NOTE: Pursuant to Education Code 44990, an administrative law judge in a suspension or dismissal hearing is required to preserve the integrity of the truth-finding function by balancing the right of a classified employee against the need to protect a minor witness.

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

Compulsory Leave of Absence

CSBA NOTE: Pursuant to Education Code 44940, 44940.5 and 45304, the district is required to place an employee charged with a "mandatory leave of absence offense" on a compulsory leave of absence; see the accompanying administrative regulation.

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
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State	Description
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Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause

Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45116	Notice of disciplinary action
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee ~~charge~~charged with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Gov. Code 12954	Employment discrimination; cannabis use
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal	**Description**
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution, First Amendment	~~Amendment 1:~~ Free exercise, free speech, and establishment clauses

Management Resources	**Description**
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Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
U.S. Department of Education 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)
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education (https://www.ed.gov/)

Website	CSBA

Cross References

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3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
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3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
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3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology

4040-E(1)	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves

4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security

4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.24	Maintaining Appropriate Adult-Student Interactions
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs

4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4357.1: Work-Related Injuries

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Revised Date:** 03/11/2021 | **Last Reviewed Date:** 03/11/2021

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of his/her right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, he/she shall report the work-related injury or illness to the Superintendent or designee as soon as practicable.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to his/her dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death must be filed with the insurance carrier within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report by telephone or email to the Division of Occupational Safety and Health. (Labor Code 6409.1)

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
8 CCR 15596	Notice of employee rights to workers' compensation benefits
Ed. Code 44984	Required rules for industrial accident and illness leave
Ed. Code 45192	Industrial accident and illness leave for classified employees
Lab. Code 3200-4856	Workers' compensation
Lab. Code 3550-3553	Notifications regarding workers' compensation benefits
Lab. Code 3600-3605	Conditions of liability
Lab. Code 3760	Report of injury to insurer
Lab. Code 4600	Provision of medical and hospital treatment by employer
Lab. Code 4906	Disclosures and statements

Lab. Code 5400-5413	Notice of injury or death
Lab. Code 6302	Definition of serious injury or illness
Lab. Code 6409.1	Reports

Management Resources References	Description
CA Department of Industrial Relations Publication	Workers' Compensation in California: A Guidebook for Injured Workers, 2016
CA Department of Industrial Relations Publication	Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
CA Department of Industrial Relations Publication	Notice to Employees - Injuries Caused by Work
CA Department of Industrial Relations Publication	Time of Hire Pamphlet
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations, Division of Workers Compensation
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	CSBA
Website	California Department of Public Health

Cross References	Description
1240	Volunteer Assistance
1240	Volunteer Assistance
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.2	Ergonomics
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications

4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.2	Ergonomics
4261.11	Industrial Accident/Illness Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4312.9-E PDF(2)	Employee Notifications
4312.9-E PDF(3)	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4357.2	Ergonomics
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4357.1: Work-Related Injuries

Status: ADOPTED

Original Adopted Date: 10/01/1995 | **Last Revised Date:** ~~10~~03/01/2020~~20~~2024 | **Last Reviewed Date:** ~~10~~03/01/~~2020~~2024

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as
practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's
death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

CSBA NOTE: Pursuant to Labor Code 3550, 3551, and 5401, all employee notices described above (i.e., the notice that must be posted in a conspicuous place, the notice provided to all employees at the time of hire, and the notice and claim form provided when an employee is injured) must be in a form prescribed by the California Department of Industrial Relations (DIR) Division of Workers' Compensation (DWC). These notices are available on the DWC's website or through the district's insurer. For districts that employ Spanish-speaking employees, the information must be made available in English and Spanish.

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including

psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

~~CSBA NOTE: Pursuant to Labor Code 3550, 3551, and 5401, all employee notices described above (i.e., the notice that must be posted in a conspicuous place, the notice provided to all employees at the time of hire, and the notice and claim form provided when an employee is injured) must be in a form prescribed by the California Department of Industrial Relations (DIR) Division of Workers' Compensation (DWC). These notices are available on the DWC's web site or through the district's insurer. For districts that employ Spanish-speaking employees, the information must be made available in English and Spanish.~~CSBA NOTE: Pursuant to Labor Code 6409.1, the district must file a report concerning any injury or illness which has, or is alleged to have, arisen out of and in the course of employment. The report is required to be filed with DIR, or, if the district is insured through a third party insurer, with the insurer. The following paragraph may be revised to reflect district practice.

~~The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.~~

~~CSBA NOTE: Pursuant to Labor Code 6409.1, the district must file a report concerning any injury or illness which has, or is alleged to have, arisen out of and in the course of employment. The report is required to be filed with DIR or, if the district is insured through a third party insurer, with the insurer. The following paragraph may be revised to reflect district practice.~~

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

CSBA NOTE: Pursuant to Labor Code 6409.1, ~~as amended by AB 1804 (Ch. 199, Statutes of 2019),~~ in addition to the report described above, a report of death or serious injury or illness is required to be immediately reported to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism established by Cal/OSHA. Labor Code 6409.1 permits districts to make the report by telephone or email until Cal/OSHA has an online mechanism available.

Labor Code 6302, as amended by AB 1805 (Ch. 200, Statutes of 2019), redefines "serious injury or illness" as provided below.

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

~~Claims Related to COVID-19~~

~~CSBA NOTE: Until January 1, 2023, Labor Code 3212.86 and 3212.88, as added by SB 1159 (Ch. 85, Statutes of 2020), define "injury" for purposes of workers' compensation as including COVID-19 related illness or death when a positive COVID-19 diagnosis was made within 14 days after the employee performed labor or services at the district's place of employment. Labor Code 3212.86~~

~~applies when the diagnosis was made between March 19, 2020 and July 5, 2020, and confirmed by a COVID-19 test within 30 days of the diagnosis. Labor Code 3212.88 applies when the diagnosis was made after July 6, 2020, and the positive test occurred during a period of an outbreak, as defined, at the employee's specific place of employment. Pursuant to Labor Code 3212.86 and 3212.88, a positive diagnosis as specified above creates a presumption that the injury arose out of and in the course of employment. Unless disputed by the district within 30 or 45 days, as applicable, the Workers' Compensation Appeals Board is bound to find, in accordance with the presumption, that COVID-19 was contracted within the course and scope of employment.~~

~~Because of the large number of workers' compensation claims that districts may receive due to COVID-19 infection, districts are encouraged to consult legal counsel as appropriate to determine its impact on the district, including about the use of paid sick leave and eligibility for temporary disability benefits.~~

~~Until January 1, 2023, an employee is presumed to be entitled to workers' compensation benefits for illness or death resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and if the employee contracted COVID-19 during an outbreak at the employee's specific place of employment. (Labor Code 3212.86, 3212.88)~~

~~For this purpose, an outbreak means that, within 14 calendar days, one of the following occurs at a specific place of employment: (Labor Code 3212.88)~~

1. ~~If a specific place of employment has 100 employees or fewer, four employees test positive for COVID-19.~~
2. ~~If a specific place of employment has more than 100 employees, four percent of the number of employees who reported to the specific place of employment test positive for COVID-19.~~
3. ~~A specific place of employment is ordered to close by a local public health department, the California Department of Public Health, Cal/OSHA, or the Superintendent due to a risk of infection with COVID-19.~~

~~The Superintendent or designee may rebut a presumption that COVID-19 was contracted during the course and scope of employment by offering evidence to the Workers' Compensation Appeals Board, such as the measures that were in place at the employee's specific place of employment to reduce potential transmission of COVID-19 and evidence of an employee's nonoccupational risk of contracting COVID-19. (Labor Code 3212.86, 3212.88)~~

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
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State	Description
8 CCR 15596	Notice of employee rights to workers' compensation benefits
Ed. Code 44984	Required rules for industrial accident and illness leave
Ed. Code 45192	Industrial accident and illness leave for classified employees
Lab. Code 3200-4856	Workers' compensation

~~Lab. Code 3212.86~~	~~COVID-19: critical workers pre-July 5, 2020~~
~~Lab. Code 3212.88~~	~~COVID-19: critical workers post-July 5, 2020~~
Lab. Code 3550-3553	Notifications~~ re:~~regarding workers' compensation benefits
Lab. Code 3600-3605	Conditions of liability
Lab. Code 3760	Report of injury to insurer
Lab. Code 4600	Provision of medical and hospital treatment by employer
Lab. Code 4906	Disclosures and statements
Lab. Code 5400-5413	Notice of injury or death
Lab. Code 6302	Definition of serious injury or illness
Lab. Code 6409.1	Reports

Management Resources	**Description**
CA Department of Industrial Relations Publication	Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
CA Department of Industrial Relations Publication	Workers' Compensation in California: A Guidebook for Injured Workers, 2016
CA Department of Industrial Relations Publication	Notice to Employees - Injuries Caused by Work
CA Department of Industrial Relations Publication	Time of Hire Pamphlet
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations, Division of Workers Compensation
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	California Department of Public Health
Website	CSBA

Cross References

Code	**Description**
1240	Volunteer Assistance
1240	Volunteer Assistance
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4032	Reasonable Accommodation

4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4113.5	Working Remotely
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.2	Ergonomics
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4213.5	Working Remotely
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.2	Ergonomics
4261.11	Industrial Accident/Illness Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety

4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4257.1: Work-Related Injuries

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Revised Date:** 03/11/2021 | **Last Reviewed Date:** 03/11/2021

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the even that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive worker compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily rea during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintender or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written noti personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee sha report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death aris as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Claims Related to COVID-19

Until January 1, 2023, an employee is presumed to be entitled to workers' compensation benefits for illness or death resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and if the employee contracted COVID-19 during an outbreak at th employee's specific place of employment. (Labor Code 3212.86, 3212.88)

For this purpose, an outbreak means that, within 14 calendar days, one of the following occurs at a specific place of employment: (Labor Code 3212.88)

1. If a specific place of employment has 100 employees or fewer, four employees test positive for COVID-19.
2. If a specific place of employment has more than 100 employees, four percent of the number of employees who reported to the specific place of employment test positive for COVID-19.
3. A specific place of employment is ordered to close by a local public health department, the California Department of Public Health, Cal/OSHA, or the Superintendent due to a risk of infection with COVID-19.

The Superintendent or designee may rebut a presumption that COVID-19 was contracted during the course and scope of employment by offering evidence to the Workers' Compensation Appeals Board, such as the measures that were in place at the employee's specific place of employment to reduce potential transmission of COVID-19 and evidence of an employee's nonoccupational risk of contracting COVID-19. (Labor Code 3212.86, 3212.88)

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
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Ed. Code 44984	Required rules for industrial accident and illness leave
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Lab. Code 3600-3605	Conditions of liability
Lab. Code 3760	Report of injury to insurer
Lab. Code 4600	Provision of medical and hospital treatment by employer
Lab. Code 4906	Disclosures and statements
Lab. Code 5400-5413	Notice of injury or death
Lab. Code 6302	Definition of serious injury or illness
Lab. Code 6409.1	Reports

Management Resources References	Description

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CA Department of Industrial Relations Publication	Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
CA Department of Industrial Relations Publication	Notice to Employees - Injuries Caused by Work
CA Department of Industrial Relations Publication	Time of Hire Pamphlet
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations, Division of Workers Compensation
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	CSBA
Website	California Department of Public Health

Cross References	**Description**
1240	Volunteer Assistance
1240	Volunteer Assistance
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.2	Ergonomics
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.2	Ergonomics
4261.11	Industrial Accident/Illness Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4312.9-E PDF(2)	Employee Notifications
4312.9-E PDF(3)	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4357.2	Ergonomics
4361.1	Personal Illness/Injury Leave

4361.11	Industrial Accident/Illness Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4257.1: Work-Related Injuries

Status: ADOPTED

Original Adopted Date: 10/01/1995 | **Last Revised Date:** ~~10~~03/01/2020~~20~~2024 | **Last Reviewed Date:** ~~10~~03/01/~~2020~~2024

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as
practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's
death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

CSBA NOTE: Pursuant to Labor Code 3550, 3551, and 5401, all employee notices described above (i.e., the notice that must be posted in a conspicuous place, the notice provided to all employees at the time of hire, and the notice and claim form provided when an employee is injured) must be in a form prescribed by the California Department of Industrial Relations (DIR) Division of Workers' Compensation (DWC). These notices are available on the DWC's website or through the district's insurer. For districts that employ Spanish-speaking employees, the information must be made available in English and Spanish.

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including

psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

~~CSBA NOTE: Pursuant to Labor Code 3550, 3551, and 5401, all employee notices described above (i.e., the notice that must be posted in a conspicuous place, the notice provided to all employees at the time of hire, and the notice and claim form provided when an employee is injured) must be in a form prescribed by the California Department of Industrial Relations (DIR) Division of Workers' Compensation (DWC). These notices are available on the DWC's web site or through the district's insurer. For districts that employ Spanish-speaking employees, the information must be made available in English and Spanish.~~CSBA NOTE: Pursuant to Labor Code 6409.1, the district must file a report concerning any injury or illness which has, or is alleged to have, arisen out of and in the course of employment. The report is required to be filed with DIR, or, if the district is insured through a third party insurer, with the insurer. The following paragraph may be revised to reflect district practice.

~~The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.~~

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Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

CSBA NOTE: Pursuant to Labor Code 6409.1, ~~as amended by AB 1804 (Ch. 199, Statutes of 2019),~~ in addition to the report described above, a report of death or serious injury or illness is required to be immediately reported to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism established by Cal/OSHA. Labor Code 6409.1 permits districts to make the report by telephone or email until Cal/OSHA has an online mechanism available.

Labor Code 6302, as amended by AB 1805 (Ch. 200, Statutes of 2019), redefines "serious injury or illness" as provided below.

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

~~Claims Related to COVID-19~~

~~CSBA NOTE: Until January 1, 2023, Labor Code 3212.86 and 3212.88, as added by SB 1159 (Ch. 85, Statutes of 2020), define "injury" for purposes of workers' compensation as including COVID-19 related illness or death when a positive COVID-19 diagnosis was made within 14 days after the employee performed labor or services at the district's place of employment. Labor Code 3212.86~~

~~applies when the diagnosis was made between March 19, 2020 and July 5, 2020, and confirmed by a COVID-19 test within 30 days of the diagnosis. Labor Code 3212.88 applies when the diagnosis was made after July 6, 2020, and the positive test occurred during a period of an outbreak, as defined, at the employee's specific place of employment. Pursuant to Labor Code 3212.86 and 3212.88, a positive diagnosis as specified above creates a presumption that the injury arose out of and in the course of employment. Unless disputed by the district within 30 or 45 days, as applicable, the Workers' Compensation Appeals Board is bound to find, in accordance with the presumption, that COVID-19 was contracted within the course and scope of employment.~~

~~Because of the large number of workers' compensation claims that districts may receive due to COVID-19 infection, districts are encouraged to consult legal counsel as appropriate to determine its impact on the district, including about the use of paid sick leave and eligibility for temporary disability benefits.~~

~~Until January 1, 2023, an employee is presumed to be entitled to workers' compensation benefits for illness or death resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and if the employee contracted COVID-19 during an outbreak at the employee's specific place of employment. (Labor Code 3212.86, 3212.88)~~

~~For this purpose, an outbreak means that, within 14 calendar days, one of the following occurs at a specific place of employment: (Labor Code 3212.88)~~

1. ~~If a specific place of employment has 100 employees or fewer, four employees test positive for COVID-19.~~
2. ~~If a specific place of employment has more than 100 employees, four percent of the number of employees who reported to the specific place of employment test positive for COVID-19.~~
3. ~~A specific place of employment is ordered to close by a local public health department, the California Department of Public Health, Cal/OSHA, or the Superintendent due to a risk of infection with COVID-19.~~

~~The Superintendent or designee may rebut a presumption that COVID-19 was contracted during the course and scope of employment by offering evidence to the Workers' Compensation Appeals Board, such as the measures that were in place at the employee's specific place of employment to reduce potential transmission of COVID-19 and evidence of an employee's nonoccupational risk of contracting COVID-19. (Labor Code 3212.86, 3212.88)~~

Policy Reference UPDATE Service
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State	Description
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Ed. Code 44984	Required rules for industrial accident and illness leave
Ed. Code 45192	Industrial accident and illness leave for classified employees
Lab. Code 3200-4856	Workers' compensation

~~Lab. Code 3212.86~~	~~COVID-19: critical workers pre-July 5, 2020~~
~~Lab. Code 3212.88~~	~~COVID-19: critical workers post-July 5, 2020~~
Lab. Code 3550-3553	Notifications ~~re:~~regarding workers' compensation benefits
Lab. Code 3600-3605	Conditions of liability
Lab. Code 3760	Report of injury to insurer
Lab. Code 4600	Provision of medical and hospital treatment by employer
Lab. Code 4906	Disclosures and statements
Lab. Code 5400-5413	Notice of injury or death
Lab. Code 6302	Definition of serious injury or illness
Lab. Code 6409.1	Reports

Management Resources	**Description**
CA Department of Industrial Relations Publication	Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility
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CA Department of Industrial Relations Publication	Notice to Employees - Injuries Caused by Work
CA Department of Industrial Relations Publication	Time of Hire Pamphlet
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Industrial Relations, Division of Workers Compensation
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	California Department of Public Health
Website	CSBA

Cross References

Code	**Description**
1240	Volunteer Assistance
1240	Volunteer Assistance
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4032	Reasonable Accommodation

4112.9-E(1)	Employee Notifications
4113.4	Temporary Modified/Light-Duty Assignment
4113.5	Working Remotely
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.2	Ergonomics
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.4	Temporary Modified/Light-Duty Assignment
4213.5	Working Remotely
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.2	Ergonomics
4261.11	Industrial Accident/Illness Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.4	Temporary Modified/Light-Duty Assignment
4313.5	Working Remotely
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety

4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4157.1: Work-Related Injuries

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 03/11/2021 **| Last Reviewed Date:** 03/11/2021

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Claims Related to COVID-19

Until January 1, 2023, an employee is presumed to be entitled to workers' compensation benefits for illness or death resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and if the employee contracted COVID-19 during an outbreak at the employee's specific place of employment. (Labor Code 3212.86, 3212.88)

For this purpose, an outbreak means that, within 14 calendar days, one of the following occurs at a specific place of employment: (Labor Code 3212.88)

1. If a specific place of employment has 100 employees or fewer, four employees test positive for COVID-19.

2. If a specific place of employment has more than 100 employees, four percent of the number of employees who reported to the specific place of employment test positive for COVID-19.

3. A specific place of employment is ordered to close by a local public health department, the California Department of Public Health, Cal/OSHA, or the Superintendent due to a risk of infection with COVID-19.

The Superintendent or designee may rebut a presumption that COVID-19 was contracted during the course and scope of employment by offering evidence to the Workers' Compensation Appeals Board, such as the measures that were in place at the employee's specific place of employment to reduce potential transmission of COVID-19 and evidence of an employee's nonoccupational risk of contracting COVID-19. (Labor Code 3212.86, 3212.88)

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Lab. Code 3760	Report of injury to insurer
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Cross References	Description
1240	Volunteer Assistance
1240	Volunteer Assistance

3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.2	Ergonomics
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.9	Catastrophic Leave Program
4161.9	Catastrophic Leave Program
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.2	Ergonomics
4261.11	Industrial Accident/Illness Leave
4261.9	Catastrophic Leave Program
4261.9	Catastrophic Leave Program
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4312.9-E PDF(2)	Employee Notifications
4312.9-E PDF(3)	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4354	Health And Welfare Benefits

4357	Employee Safety
4357	Employee Safety
4357.2	Ergonomics
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.9	Catastrophic Leave Program
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Regulation 4157.1: Work-Related Injuries **Status:** ADOPTED

Original Adopted Date: 10/01/1995 | **Last Revised Date:** ~~10~~03/01/2020~~20~~2024 | **Last Reviewed Date:** ~~10~~03/01/~~2020~~2024

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CSBA NOTE: Pursuant to Labor Code 6409.1, ~~as amended by AB 1804 (Ch. 199, Statutes of 2019),~~ in addition to the report described above, a report of death or serious injury or illness is required to be immediately reported to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism established by Cal/OSHA. Labor Code 6409.1 permits districts to make the report by telephone or email until Cal/OSHA has an online mechanism available.

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Lab. Code 6409.1	Reports

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4313.5	Working Remotely
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety

4357.2	Ergonomics
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.9	Catastrophic Leave Program
4361.9	Catastrophic Leave Program

Regulation 4357: Employee Safety

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 03/11/2021 **| Last Reviewed Date:** 03/11/2021

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.

2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:

    a. Recognition of employees who follow safe and healthful work practices

    b. Training and retraining programs

    c. Disciplinary actions

3. A system for communicating with employees, in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
    a. Meetings

    b. Training programs

    c. Posting

    d. Written communications

    e. A system of anonymous notification by employees about hazards

    f. A labor/management safety and health committee

4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:

    a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace

    b. Whenever the district is made aware of a new or previously unrecognized hazard

5. A procedure for investigating occupational injury or illness.

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:
    a. To all new employees

    b. To all employees given new job assignments for which training has not previously been received

    c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard

    d. Whenever the district is made aware of a new or previously unrecognized hazard

    e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee

    When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

    The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or web site, which allows an employee to review, print, and email the current version of the district's injury and illness prevention program

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.

2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.

3. Review results of the periodic, scheduled worksite inspections.

4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the

Superintendent or designee regarding the prevention of future incidents.

5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.

6. Submit recommendations to assist in the evaluation of employee safety suggestions.

7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.

2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is

accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent of designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

COVID-19 Exposure

If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)

1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information, which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.

2. Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period

3. Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:
    a. COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation

    b. Available leave options for exposed employees

    c. Antiretaliation and antidiscrimination protections of the employee

4. Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided. (Labor Code 6325)

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
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 1139	Worker's rights in emergencies
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal References	Description
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records
8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens

Management Resources References	Description
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	CSBA
Website	Centers for Disease Control and Prevention

Cross References	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action

4219.41	Employees With Infectious Disease
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4312.9-E PDF(2)	Employee Notifications
4312.9-E PDF(3)	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
4319.43	Universal Precautions
4319.43	Universal Precautions
4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

Regulation 4357: Employee Safety **Status:** ADOPTED

Original Adopted Date: 06/01/1991 | **Last Revised Date:** ~~10~~3/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~3/01/20202024

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

CSBA NOTE: Pursuant to Labor Code 6325, the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to an imminent hazard. In such cases, Cal/OSHA will provide a notice that must be posted in a conspicuous place at the place of employment.

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. **(Labor Code 6325)**

Injury and Illness Prevention Program

CSBA NOTE: The following section reflects the requirements of Labor Code 6401.7, as amended by SB 553 (Ch. 289, Statutes of 2023), and 8 CCR 3203 for a written injury and illness prevention program. When developing such a program, districts are encouraged to review ~~the Department of Industrial Relations'~~ Cal/OSHA's, "Guide to Developing Your Workplace Injury and Illness Prevention Program." The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. ~~(Labor Code 6401.7)~~

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program. -

2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not be limited to:

a. Recognition of employees who follow safe and healthful work practices

b. Training and retraining programs

c. Disciplinary actions

CSBA NOTE: Pursuant to 8 CCR 3203, districts with fewer than 10 employees may fulfill the communication requirements of ~~item~~Item #3 below by providing oral instruction in general safe work practices and the hazards unique to the employees' assignments.

3. A system for communicating with employees, ~~i~~in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but is not ~~be~~ limited to:

   a. Meetings

   b. Training programs

   c. Posting

   d. Written communications

   e. A system of anonymous notification by employees about hazards

   CSBA NOTE: Districts may use a labor/management safety and health committee to communicate the contents of the injury and illness prevention program, as long as the committee satisfies the requirements specified below in the section on "Labor/Management Safety and Health Committee."

   f. A labor/management safety and health committee

4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:

   a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace

   b. Whenever the district is made aware of a new or previously unrecognized hazard

5. A procedure for investigating occupational injury or illness. -

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

   When an imminent hazard exists ~~which~~that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition.
   Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

    a. To all new employees

    b. To all employees given new job assignments for which training has not previously been received

    c. Whenever new substances, processes, procedures, or equipment ~~is~~are introduced into the workplace and ~~represents~~represent a new hazard

    d. Whenever the district is made aware of a new or previously unrecognized hazard

    e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

CSBA NOTE: Pursuant to Labor Code 6401.7, as amended by SB 553, districts are required to establish, implement, and maintain a workplace violence prevention plan as specified in Labor Code 6401.9, as added by AB 553.

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

    The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

    The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

CSBA NOTE: Pursuant to 8 CCR 3203~~, as amended by Register 2020, No. 10~~, employees or their designated representatives have the right to examine and receive a copy of the district's injury and illness prevention program, and districts are required to provide access as described below. 8 CCR 3203 defines "designated representative" as any individual or organization to whom an employee gives written authorization to exercise a right of access. A recognized or certified collective bargaining agent is, by definition, treated automatically as a designated representative.

Districts are not required to include records of steps taken to implement and maintain the injury and illness prevention program. However, access to such information, or any other information in addition to that required by 8 CCR 3203, may be subject to collective bargaining.The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

    When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a

printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

CSBA NOTE: Pursuant to 8 CCR 3203, an employee has unobstructed access if, as part of the employee's regular work duties, the employee predictably and routinely uses the electronic means to communicate with management or coworkers.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or ~~web site, which~~website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

CSBA NOTE: The following optional section is for use by districts that choose to use a labor/management safety and health committee to comply with the requirements of 8 CCR 3203 regarding communication with employees as specified in ~~item~~Item #3 above in the section ~~title~~
"Injury and Illness Prevention Program." Pursuant to 8 CCR 3203, if the committee adheres to the following practices, the district shall be deemed to be in substantial compliance with the ~~communications requirements of the law.The district's labor/management safety and health~~ committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.

2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by ~~the California Department of Industrial Relations' Division of Occupational Safety and Health~~ (Cal/OSHA) upon request. These records shall be maintained for at least one year.

3. Review results of the periodic, scheduled worksite inspections.

4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.

5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.

6. Submit recommendations to assist in the evaluation of employee safety suggestions.

7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified ~~in~~ by law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

~~Eye~~Employees shall wear eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

CSBA NOTE: Pursuant to 8 CCR 3400, if ambulance service is not available within 30 minutes under normal conditions, the district may be required by ~~the California Department of Industrial Relations' Division of Occupational Safety and Health~~Cal/OSHA to provide stretchers, blankets, or other adequate warm covering.

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

CSBA NOTE: 8 CCR 3400 requires districts to make provisions in advance, using one or a combination of the provisions specified in ~~items~~Items #1-3 below, to ensure that employees receive prompt medical treatment for serious injury or illness. Districts should select the provision(s) that reflect district practice.

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such

as access to 911 or equivalent telephone system. The communication system or the

employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.

2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

Protection from Communicable Diseases and Infections

CSBA NOTE: The following section contains general information in regard to bloodborne pathogens and infectious diseases as it relates to employee safety. For more information regarding bloodborne pathogens, see BP/AR 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens and BP/AR 4119.43/4219.43/4319.43 - Universal Precautions. For more information regarding infectious diseases, see BP 4119.41/4219.41/4319.41 - Employees with Infectious Disease.

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent ~~of~~or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

~~**COVID-19 Exposure**~~

~~CSBA NOTE: Pursuant to Labor Code 6409.6, as added by AB 685 (Ch. 84, Statutes of 2020), the district is required to take the following actions whenever it receives notice of potential exposure to COVID-19.If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)~~

~~1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information,~~

which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.

2. Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period

3. Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:

a. COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation

b. Available leave options for exposed employees

c. Antiretaliation and antidiscrimination protections of the employee

4. Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

CSBA NOTE: Labor Code 6409.6, as amended by AB 685, requires the district to provide specified information to the local health agency when a COVID-19 outbreak occurs, as provided below. This notice must contain the same information as would be required in an incident report to the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) Form 300 injury and illness log unless inapplicable or unknown.If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

CSBA NOTE: Pursuant to Labor Code 6325, as amended by AB 685, until January 1, 2023, Cal/OSHA may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees. In such cases, CalOSHA will provide a notice that must be posted in a conspicuous place at the place of employment.

In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not

~~be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided.~~

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 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 1139	Worker's rights in emergencies
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal	Description

17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records

Management Resources	**Description**
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August ~~2011~~2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	Centers for Disease Control and Prevention
Website	CSBA

Cross References

Code	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications

4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
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4312.9-E(1)	Employee Notifications
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4319.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4319.43	Universal Precautions
4319.43	Universal Precautions
4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

Regulation 4257: Employee Safety

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 03/11/2021 **| Last Reviewed Date:** 03/11/2021

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.

2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:

    a. Recognition of employees who follow safe and healthful work practices

    b. Training and retraining programs

    c. Disciplinary actions

3. A system for communicating with employees, in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
    a. Meetings

    b. Training programs

    c. Posting

    d. Written communications

    e. A system of anonymous notification by employees about hazards

    f. A labor/management safety and health committee

4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:

    a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace

    b. Whenever the district is made aware of a new or previously unrecognized hazard

5. A procedure for investigating occupational injury or illness.

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:
    a. To all new employees

    b. To all employees given new job assignments for which training has not previously been received

    c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard

    d. Whenever the district is made aware of a new or previously unrecognized hazard

    e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee

    When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

    The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or web site, which allows an employee to review, print, and email the current version of the district's injury and illness prevention program

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.

2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.

3. Review results of the periodic, scheduled worksite inspections.

4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the

Superintendent or designee regarding the prevention of future incidents.

5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.

6. Submit recommendations to assist in the evaluation of employee safety suggestions.

7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.

2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is

accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent of designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

COVID-19 Exposure

If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)

1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information, which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.

2. Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period

3. Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:
    a. COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation

    b. Available leave options for exposed employees

    c. Antiretaliation and antidiscrimination protections of the employee

4. Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided. (Labor Code 6325)

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
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
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8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
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Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 1139	Worker's rights in emergencies
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Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal References	Description
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records
8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens

Management Resources References	Description
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	CSBA
Website	Centers for Disease Control and Prevention

Cross References	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
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4219.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
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4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

Regulation 4257: Employee Safety **Status:** ADOPTED

Original Adopted Date: 06/01/1991 | **Last Revised Date:** ~~10~~3/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~3/01/20202024

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

CSBA NOTE: Pursuant to Labor Code 6325, the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to an imminent hazard. In such cases, Cal/OSHA will provide a notice that must be posted in a conspicuous place at the place of employment.

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. **(Labor Code 6325)**

Injury and Illness Prevention Program

CSBA NOTE: The following section reflects the requirements of Labor Code 6401.7, as amended by SB 553 (Ch. 289, Statutes of 2023), and 8 CCR 3203 for a written injury and illness prevention program. When developing such a program, districts are encouraged to review ~~the Department of Industrial Relations'~~ Cal/OSHA's, "Guide to Developing Your Workplace Injury and Illness Prevention Program." ~~.~~"The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. ~~(Labor Code 6401.7)~~

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program. -

2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not be limited to:

a. Recognition of employees who follow safe and healthful work practices

b. Training and retraining programs

c. Disciplinary actions

CSBA NOTE: Pursuant to 8 CCR 3203, districts with fewer than 10 employees may fulfill the communication requirements of ~~item~~Item #3 below by providing oral instruction in general safe work practices and the hazards unique to the employees' assignments.

3. A system for communicating with employees, ~~i~~in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but is not ~~be~~ limited to:

   a. Meetings

   b. Training programs

   c. Posting

   d. Written communications

   e. A system of anonymous notification by employees about hazards

   CSBA NOTE: Districts may use a labor/management safety and health committee to communicate the contents of the injury and illness prevention program, as long as the committee satisfies the requirements specified below in the section on "Labor/Management Safety and Health Committee."

   f. A labor/management safety and health committee

4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:

   a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace

   b. Whenever the district is made aware of a new or previously unrecognized hazard

5. A procedure for investigating occupational injury or illness. -

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

   When an imminent hazard exists ~~which~~that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition.
   Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

    a. To all new employees

    b. To all employees given new job assignments for which training has not previously been received

    c. Whenever new substances, processes, procedures, or equipment ~~is~~are introduced into the workplace and ~~represents~~represent a new hazard

    d. Whenever the district is made aware of a new or previously unrecognized hazard

    e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

CSBA NOTE: Pursuant to Labor Code 6401.7, as amended by SB 553, districts are required to establish, implement, and maintain a workplace violence prevention plan as specified in Labor Code 6401.9, as added by AB 553.

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

    The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

    The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

CSBA NOTE: Pursuant to 8 CCR 3203~~, as amended by Register 2020, No. 10~~, employees or their designated representatives have the right to examine and receive a copy of the district's injury and illness prevention program, and districts are required to provide access as described below. 8 CCR 3203 defines "designated representative" as any individual or organization to whom an employee gives written authorization to exercise a right of access. A recognized or certified collective bargaining agent is, by definition, treated automatically as a designated representative.

Districts are not required to include records of steps taken to implement and maintain the injury and illness prevention program. However, access to such information, or any other information in addition to that required by 8 CCR 3203, may be subject to collective bargaining.The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

    When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a

printed copy unless the employee or designated representative agrees to receive an electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

CSBA NOTE: Pursuant to 8 CCR 3203, an employee has unobstructed access if, as part of the employee's regular work duties, the employee predictably and routinely uses the electronic means to communicate with management or coworkers.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or ~~web site, which~~website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

CSBA NOTE: The following optional section is for use by districts that choose to use a labor/management safety and health committee to comply with the requirements of 8 CCR 3203 regarding communication with employees as specified in ~~item~~Item #3 above in the section ~~title~~
"Injury and Illness Prevention Program." Pursuant to 8 CCR 3203, if the committee adheres to the following practices, the district shall be deemed to be in substantial compliance with the ~~communications requirements of the law.The district's labor/management safety and health~~ committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.

2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by ~~the California Department of Industrial Relations' Division of Occupational Safety and Health~~ (Cal/OSHA) upon request. These records shall be maintained for at least one year.

3. Review results of the periodic, scheduled worksite inspections.

4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.

5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.

6. Submit recommendations to assist in the evaluation of employee safety suggestions.

7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified ~~in~~ by law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

~~Eye~~Employees shall wear eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

CSBA NOTE: Pursuant to 8 CCR 3400, if ambulance service is not available within 30 minutes under normal conditions, the district may be required by ~~the California Department of Industrial Relations' Division of Occupational Safety and Health~~Cal/OSHA to provide stretchers, blankets, or other adequate warm covering.

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

CSBA NOTE: 8 CCR 3400 requires districts to make provisions in advance, using one or a combination of the provisions specified in ~~items~~Items #1-3 below, to ensure that employees receive prompt medical treatment for serious injury or illness. Districts should select the provision(s) that reflect district practice.

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such

as access to 911 or equivalent telephone system. The communication system or the

employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.

2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

Protection from Communicable Diseases and Infections

CSBA NOTE: The following section contains general information in regard to bloodborne pathogens and infectious diseases as it relates to employee safety. For more information regarding bloodborne pathogens, see BP/AR 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens and BP/AR 4119.43/4219.43/4319.43 - Universal Precautions. For more information regarding infectious diseases, see BP 4119.41/4219.41/4319.41 - Employees with Infectious Disease.

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent ~~of~~or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

~~**COVID-19 Exposure**~~

~~CSBA NOTE: Pursuant to Labor Code 6409.6, as added by AB 685 (Ch. 84, Statutes of 2020), the district is required to take the following actions whenever it receives notice of potential exposure to COVID-19.If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)~~

~~1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information,~~

which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.

2. Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period

3. Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:

a. COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation

b. Available leave options for exposed employees

c. Antiretaliation and antidiscrimination protections of the employee

4. Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

CSBA NOTE: Labor Code 6409.6, as amended by AB 685, requires the district to provide specified information to the local health agency when a COVID-19 outbreak occurs, as provided below. This notice must contain the same information as would be required in an incident report to the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) Form 300 injury and illness log unless inapplicable or unknown.If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

CSBA NOTE: Pursuant to Labor Code 6325, as amended by AB 685, until January 1, 2023, Cal/OSHA may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees. In such cases, CalOSHA will provide a notice that must be posted in a conspicuous place at the place of employment.

In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not

~~be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided.~~

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 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 1139	Worker's rights in emergencies
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal	Description

17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records

Management Resources	**Description**
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August ~~2011~~2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	Centers for Disease Control and Prevention
Website	CSBA

Cross References

Code	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance

4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.41	Employees With Infectious Disease
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
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4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries

4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
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4319.41	Employees With Infectious Disease
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4319.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4319.43	Universal Precautions
4319.43	Universal Precautions
4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

Regulation 4157: Employee Safety

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 03/11/2021 **| Last Reviewed Date:** 03/11/2021

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

Injury and Illness Prevention Program

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
    a. Recognition of employees who follow safe and healthful work practices
    b. Training and retraining programs
    c. Disciplinary actions
3. A system for communicating with employees, in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
    a. Meetings
    b. Training programs
    c. Posting
    d. Written communications
    e. A system of anonymous notification by employees about hazards
    f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
    a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
    b. Whenever the district is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

    When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:
    a. To all new employees

    b. To all employees given new job assignments for which training has not previously been received

    c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard

    d. Whenever the district is made aware of a new or previously unrecognized hazard

    e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee

    When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.

    The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or web site, which allows an employee to review, print, and email the current version of the district's injury and illness prevention program

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.

2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.

3. Review results of the periodic, scheduled worksite inspections.

4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.

5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.

6. Submit recommendations to assist in the evaluation of employee safety suggestions.

7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.

2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

Protection from Communicable Diseases and Infections

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent of designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

COVID-19 Exposure

If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)

1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information, which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.

2. Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period

3. Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:
   a. COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation

   b. Available leave options for exposed employees

   c. Antiretaliation and antidiscrimination protections of the employee

4. Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided. (Labor Code 6325)

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
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8 CCR 14000-14316	Occupational injury or illness reports and records
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8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
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Gov. Code 3543.2	Scope of representation
Lab. Code 1139	Worker's rights in emergencies
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
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Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal References	**Description**
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records
8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens

Management Resources References	**Description**
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	CSBA
Website	Centers for Disease Control and Prevention

Cross References	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules

3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
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4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

Regulation 4157: Employee Safety **Status:** ADOPTED

Original Adopted Date: 06/01/1991 | **Last Revised Date:** ~~10~~3/01/~~2020~~2024 | **Last Reviewed Date:** ~~10~~3/01/20202024

The Superintendent or designee shall provide safety devices and implement safeguards, methods, and processes that are reasonably necessary for the safety and health of employees in the workplace. (Labor Code 6401)

CSBA NOTE: Pursuant to Labor Code 6325, the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to an imminent hazard. In such cases, Cal/OSHA will provide a notice that must be posted in a conspicuous place at the place of employment.

If the Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of an imminent hazard, including a machine, device, apparatus, or equipment that is in a dangerous condition or is dangerously placed, the Superintendent or designee shall post a notice of the hazard provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the workplace, operation, or process is made safe, and the required safeguards, safety appliances, or devices are provided. **(Labor Code 6325)**

Injury and Illness Prevention Program

CSBA NOTE: The following section reflects the requirements of Labor Code 6401.7, as amended by SB 553 (Ch. 289, Statutes of 2023), and 8 CCR 3203 for a written injury and illness prevention program. When developing such a program, districts are encouraged to review ~~the Department of Industrial Relations'~~ Cal/OSHA's, "Guide to Developing Your Workplace Injury and Illness Prevention Program."

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of
contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program. -

2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but are not be limited to:

a. Recognition of employees who follow safe and healthful work practices

b. Training and retraining programs

c. Disciplinary actions

CSBA NOTE: Pursuant to 8 CCR 3203, districts with fewer than 10 employees may fulfill the communication requirements of ~~item~~Item #3 below by providing oral instruction in general safe work practices and the hazards unique to the employees' assignments.

3. A system for communicating with employees, ~~i~~n a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but is not ~~be~~ limited to:

   a. Meetings

   b. Training programs

   c. Posting

   d. Written communications

   e. A system of anonymous notification by employees about hazards

   CSBA NOTE: Districts may use a labor/management safety and health committee to communicate the contents of the injury and illness prevention program, as long as the committee satisfies the requirements specified below in the section on "Labor/Management Safety and Health Committee."

   f. A labor/management safety and health committee

4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:

   a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace

   b. Whenever the district is made aware of a new or previously unrecognized hazard

5. A procedure for investigating occupational injury or illness.

6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

   When an imminent hazard exists ~~which~~that cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition.

Employees needed to correct the condition shall be provided with the necessary safeguards.

7. Provision of training and instruction as follows:

   a. To all new employees

   b. To all employees given new job assignments for which training has not previously been received

   c. Whenever new substances, processes, procedures, or equipment ~~is~~are introduced into the workplace and ~~represents~~represent a new hazard

   d. Whenever the district is made aware of a new or previously unrecognized hazard

   e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

CSBA NOTE: Pursuant to Labor Code 6401.7, as amended by SB 553, districts are required to establish, implement, and maintain a workplace violence prevention plan as specified in Labor Code 6401.9, as added by AB 553.

8. A written workplace violence prevention plan developed and implemented in accordance with Labor Code 6401.9 (Labor Code 6401.7)

   The plan, which shall be easily accessible to all employees at all times, shall be in effect at all times and in all work areas, and be specific to the hazards and corrective measures for each work area and operation. (Labor Code 6401.9)

   The Superintendent or designee shall provide training to all employees when the plan is first established and annually thereafter in accordance with Labor Code 6401.9. Training materials shall be appropriate in content and vocabulary to employees' educational level, literacy, and language. (Labor Code 6401.9)

CSBA NOTE: Pursuant to 8 CCR 3203~~, as amended by Register 2020, No. 10~~, employees or their designated representatives have the right to examine and receive a copy of the district's injury and illness prevention program, and districts are required to provide access as described below. 8 CCR 3203 defines "designated representative" as any individual or organization to whom an employee gives written authorization to exercise a right of access. A recognized or certified collective bargaining agent is, by definition, treated automatically as a designated representative.

Districts are not required to include records of steps taken to implement and maintain the injury and illness prevention program. However, access to such information, or any other information in addition to that required by 8 CCR 3203, may be subject to collective bargaining.

The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)

1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee.

When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an
electronic copy.

The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.

CSBA NOTE: Pursuant to 8 CCR 3203, an employee has unobstructed access if, as part of the employee's regular work duties, the employee predictably and routinely uses the electronic means to communicate with management or coworkers.

2. Unobstructed access to the district's injury and illness prevention program through the district's server or ~~web site, which~~website that allows an employee to review, print, and email the current version of the district's injury and illness prevention program.

The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)

Labor/Management Safety and Health Committee

CSBA NOTE: The following optional section is for use by districts that choose to use a labor/management safety and health committee to comply with the requirements of 8 CCR 3203 regarding communication with employees as specified in ~~item~~Item #3 above in the section ~~title~~
"Injury and Illness Prevention Program." Pursuant to 8 CCR 3203, if the committee adheres to ~~the following practices, the district shall be deemed to be in substantial compliance with the~~ communications requirements of the law.

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.

2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by ~~the California Department of Industrial Relations' Division of Occupational Safety and Health~~ (Cal/OSHA) upon request. These records shall be maintained for at least one year.

3. Review results of the periodic, scheduled worksite inspections.

4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.

5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.

6. Submit recommendations to assist in the evaluation of employee safety suggestions.

7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

Hearing Protection

Whenever employee noise exposure equals or exceeds the standards specified ~~in~~ by law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, audiogram evaluation and audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

Eye Safety Devices

~~Eye~~Employees shall wear eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause eye injury to the eyes. (Education Code 32030-32034)

First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical personnel for advice and consultation on matters of industrial health or injury. Whenever a district facility or district grounds are not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

CSBA NOTE: Pursuant to 8 CCR 3400, if ambulance service is not available within 30 minutes under normal conditions, the district may be required by ~~the California Department of Industrial Relations' Division of Occupational Safety and Health~~Cal/OSHA to provide stretchers, blankets, or other adequate warm covering.

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)

CSBA NOTE: 8 CCR 3400 requires districts to make provisions in advance, using one or a combination of the provisions specified in ~~items~~Items #1-3 below, to ensure that employees receive prompt medical treatment for serious injury or illness. Districts should select the provision(s) that reflect district practice.

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.

2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

Protection from Communicable Diseases and Infections

CSBA NOTE: The following section contains general information in regard to bloodborne pathogens and infectious diseases as it relates to employee safety. For more information regarding bloodborne pathogens, see BP/AR 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens and BP/AR 4119.43/4219.43/4319.43 - Universal Precautions. For more information regarding infectious diseases, see BP 4119.41/4219.41/4319.41 - Employees with Infectious Disease.

The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)

Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.

The Superintendent ~~of~~or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

~~**COVID-19 Exposure**~~

~~CSBA NOTE: Pursuant to Labor Code 6409.6, as added by AB 685 (Ch. 84, Statutes of 2020), the district is required to take the following actions whenever it receives notice of potential exposure to COVID-19.If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)~~

1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information, which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.

2. Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period

3. Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:

a. COVID-19 related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation

b. Available leave options for exposed employees

c. Antiretaliation and antidiscrimination protections of the employee

4. Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines

The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)

CSBA NOTE: Labor Code 6409.6, as amended by AB 685, requires the district to provide specified information to the local health agency when a COVID-19 outbreak occurs, as provided below. This notice must contain the same information as would be required in an incident report to the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) Form 300 injury and illness log unless inapplicable or unknown.If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)

CSBA NOTE: Pursuant to Labor Code 6325, as amended by AB 685, until January 1, 2023, Cal/OSHA may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees. In such cases, CalOSHA will provide a notice that must be posted in a conspicuous place at the place of employment.

~~In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided.~~

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
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State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 1139	Worker's rights in emergencies
Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program

Lab. Code 6401.9	Workplace violence prevention plans

Federal	Description
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records

Management Resources	Description
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August ~~2011~~2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	Centers for Disease Control and Prevention
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance

3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.41	Employees With Infectious Disease
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development

4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
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4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

Policy 4357: Employee Safety

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Revised Date:** 03/11/2021 | **Last Reviewed Date:** 03/11/2021

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program, and provide employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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29 CFR 1910.1030	Bloodborne pathogens
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29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records
8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens

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4112.9-E PDF(4)	Employee Notifications
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Policy 4357: Employee Safety

Status: ADOPTED

Original Adopted Date: 06/01/1991 | **Last Revised Date:** ~~10~~03/01/2020~~20~~24 | **Last Reviewed Date:** ~~10~~03/01/~~2020~~2024

CSBA NOTE: The following optional policy and accompanying administrative regulation may be subject to collective bargaining agreements and should be modified to reflect district practice. Pursuant to Government Code 3543.2, safety conditions of employment are within the scope of bargaining.

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. ~~W~~working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions ~~which~~that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

CSBA NOTE: Labor Code 6401.7, as amended by SB 553 (Ch. 289, Statutes of 2023), requires the ~~district to establish, implement, and maintain an effective~~district's injury prevention program. ~~See the accompanying administrative regulation for required program elements.~~ to include a workplace violence prevention plan.

Additionally, 8 CCR 3203, ~~as amended by Register 2020, No. 10,~~ requires the district to provide employees with access to the district's injury and illness prevention program.

See the accompanying administrative regulation for required injury prevention program elements and specific requirements related to employee access.

The Superintendent or designee shall establish and implement a written injury and illness prevention program, ~~t~~that includes a workplace violence prevention plan and ~~provide~~ that provides employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

CSBA NOTE: 8 CCR 3400 requires districts to make provisions in advance to ensure that employees receive prompt medical treatment for serious injury or illness. See the accompanying administrative regulation for specific requirements.

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 1139	Worker's rights in emergencies

Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal	**Description**
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records

Management Resources	**Description**
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August ~~2011~~2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	Centers for Disease Control and Prevention
Website	CSBA

Cross References

Code	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
3514	Environmental Safety
3514	Environmental Safety

3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.41	Employees With Infectious Disease

4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4319.43	Universal Precautions
4319.43	Universal Precautions
4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services

5141.6	School Health Services
6142.93	Science Instruction

Policy 4257: Employee Safety

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Revised Date:** 03/11/2021 | **Last Reviewed Date:** 03/11/2021

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program, and provide employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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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 References	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
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8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
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Ed. Code 32225-32226	Communications devices in classrooms
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Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
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Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
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Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal References	**Description**
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records
8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens

Management Resources References	**Description**
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
Website	CSBA District and County Office of Education Legal Services
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Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	CSBA
Website	Centers for Disease Control and Prevention

Cross References	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules

3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens
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4119.43	Universal Precautions
4131	Staff Development
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4157.1	Work-Related Injuries
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4158	Employee Security
4158	Employee Security
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4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
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4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics

4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4312.9-E PDF(2)	Employee Notifications
4312.9-E PDF(3)	Employee Notifications
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4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
6142.93	Science Instruction

Policy 4257: Employee Safety

Status: ADOPTED

Original Adopted Date: 06/01/1991 | **Last Revised Date:** ~~10~~03/01/2020~~20~~24 | **Last Reviewed Date:** ~~10~~03/01/~~2020~~2024

CSBA NOTE: The following optional policy and accompanying administrative regulation may be subject to collective bargaining agreements and should be modified to reflect district practice. Pursuant to Government Code 3543.2, safety conditions of employment are within the scope of bargaining.

The Governing Board is committed to maximizing employee safety and believes that workplace safety is the responsibility of every employee. ~~W~~working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions ~~which~~that may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

CSBA NOTE: Labor Code 6401.7, as amended by SB 553 (Ch. 289, Statutes of 2023), requires the ~~district to establish, implement, and maintain an effective~~district's injury prevention program. ~~See the accompanying administrative regulation for required program elements.~~ to include a workplace violence prevention plan.

Additionally, 8 CCR 3203, ~~as amended by Register 2020, No. 10,~~ requires the district to provide employees with access to the district's injury and illness prevention program.

See the accompanying administrative regulation for required injury prevention program elements and specific requirements related to employee access.

The Superintendent or designee shall establish and implement a written injury and illness prevention program, ~~t~~that includes a workplace violence prevention plan and ~~provide~~ that provides employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

CSBA NOTE: 8 CCR 3400 requires districts to make provisions in advance to ensure that employees receive prompt medical treatment for serious injury or illness. See the accompanying administrative regulation for specific requirements.

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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Policy Reference Disclaimer:
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State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 1139	Worker's rights in emergencies

Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal	**Description**
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records

Management Resources	**Description**
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August ~~2011~~2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	Centers for Disease Control and Prevention
Website	CSBA

Cross References

Code	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
3514	Environmental Safety
3514	Environmental Safety

3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
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4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4319.43	Universal Precautions
4319.43	Universal Precautions
4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services

5141.6	School Health Services
6142.93	Science Instruction

Policy 4157: Employee Safety

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Revised Date:** 03/11/2021 | **Last Reviewed Date:** 03/11/2021

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No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees are expected to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, the employee shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall establish and implement a written injury and illness prevention program, and provide employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

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2. Instituting proceedings or causing proceedings to be instituted
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4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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State References	Description
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8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
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Lab. Code 6401.9	Workplace violence prevention plans

Federal References	**Description**
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29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records
8 CFR 3204	Access to employee exposure and medical records
8 CFR 5193	Bloodborne pathogens

Management Resources References	**Description**
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005
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Cross References	**Description**
0450	Comprehensive Safety Plan
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4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
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4212.9-E PDF(2)	Employee Notifications
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5141.22	Infectious Diseases
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5141.6	School Health Services
6142.93	Science Instruction

Policy 4157: Employee Safety

Status: ADOPTED

Original Adopted Date: 06/01/1991 | **Last Revised Date:** ~~10~~03/01/2020~~20~~24 | **Last Reviewed Date:** ~~10~~03/01/~~2020~~2024

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CSBA NOTE: Labor Code 6401.7, as amended by SB 553 (Ch. 289, Statutes of 2023), requires the ~~district to establish, implement, and maintain an effective~~district's injury prevention program. ~~See the accompanying administrative regulation for required program elements.~~ to include a workplace violence prevention plan.

Additionally, 8 CCR 3203, as amended by Register 2020, No. 10, requires the district to provide employees with access to the district's injury and illness prevention program.

See the accompanying administrative regulation for required injury prevention program elements and specific requirements related to employee access.

The Superintendent or designee shall establish and implement a written injury and illness prevention program, that includes a workplace violence prevention plan and ~~provide~~ that provides employees with access to such program, in accordance with law. (Labor Code 6401.7; 8 CCR 3203)

CSBA NOTE: 8 CCR 3400 requires districts to make provisions in advance to ensure that employees receive prompt medical treatment for serious injury or illness. See the accompanying administrative regulation for specific requirements.

The Superintendent or designee shall make first aid materials readily available at district workplaces and shall make effective provisions to prepare for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for exercising any right regarding employee safety or health specified in Labor Code 6310, including:

1. Making a report or complaint
2. Instituting proceedings or causing proceedings to be instituted
3. Testifying with regard to employee safety or health
4. Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7
5. Requesting access to injury or illness reports and records
6. Exercising any other right protected by the Occupational Safety and Health Act

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

State	Description
17 CCR 2508	Reporting of communicable diseases
8 CCR 14000-14316	Occupational injury or illness reports and records
8 CCR 3203	Injury and illness prevention program
8 CCR 3204	Access to employee exposure and medical records
8 CCR 3400	Medical services and first aid
8 CCR 5095-5100	Control of noise exposure
8 CCR 5193	Bloodborne pathogens
Ed. Code 32030-32034	Eye safety
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32280-32289.5	School safety plans
Ed. Code 44984	Required rules for industrial accident and illness leave
Gov. Code 3543.2	Scope of representation
Lab. Code 132a	Workers' compensation; nondiscrimination
Lab. Code 1139	Worker's rights in emergencies

Lab. Code 3300	Definition of employer
Lab. Code 6305	Occupational safety and health standards; special order
Lab. Code 6310	Retaliation for filing complaint prohibited
Lab. Code 6325	Prohibition of entry into place of employment
Lab. Code 6400-6413.5	Responsibilities and duties of employers and employees
Lab. Code 6401.7	Injury and illness prevention program
Lab. Code 6401.9	Workplace violence prevention plans

Federal	**Description**
17 CFR 2508	Reporting of communicable diseases
29 CFR 1910.1030	Bloodborne pathogens
29 CFR 1910.95	Noise standards
29 CFR 651-678	Occupational safety and health
8 CFR 14000-14316	Occupational injury or illness reports and records

Management Resources	**Description**
CA Department of Industrial Relations Publication	Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August ~~2011~~2005
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Occupational Safety and Health
Website	U.S. Department of Labor, Occupational Safety and Health Administration
Website	California Department of Industrial Relations, Occupational Safety and Health
Website	National Hearing Conservation Association
Website	Centers for Disease Control and Prevention
Website	CSBA

Cross References

Code	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
~~0470~~	~~COVID-19 Mitigation Plan~~
3514	Environmental Safety
3514	Environmental Safety

3514.1	Hazardous Substances
3514.1	Hazardous Substances
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.41	Employees With Infectious Disease
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4156.2	Awards And Recognition
4157.1	Work-Related Injuries
4157.2	Ergonomics
4158	Employee Security
4158	Employee Security
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.41	Employees With Infectious Disease

4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42	Exposure Control Plan For Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4256.2	Awards And Recognition
4257.1	Work-Related Injuries
4257.2	Ergonomics
4258	Employee Security
4258	Employee Security
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4319.41	Employees With Infectious Disease
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42	Exposure Control Plan For Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4319.43	Universal Precautions
4319.43	Universal Precautions
4331	Staff Development
4356.2	Awards And Recognition
4357.1	Work-Related Injuries
4357.2	Ergonomics
4358	Employee Security
4358	Employee Security
4361.11	Industrial Accident/Illness Leave
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services

5141.6	School Health Services
6142.93	Science Instruction

Policy 4340: Bargaining Units

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 11/09/2023 **| Last Reviewed Date:** 11/09/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially

recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

   Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

   Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207

3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

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
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization

Management Resources References	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448

Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.
Public Employment Relations Board Ruling	Desert Community College District (2007) PERB Dec. No. 1921
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. 2702
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4158	Employee Security
4158	Employee Security
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation

4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4340: Bargaining Units **Status:** ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** ~~06~~03/01/20232024 | **Last Reviewed Date:** ~~06~~03/01/~~2023~~2024

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the ~~employees'~~employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of ~~the~~ specified employees ~~in an appropriate unit~~ wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which ~~members of the unit~~employees to be represented by that organization are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the ~~unit~~organization, (2) another employee organization files a challenge to the appropriateness of the ~~unit~~organization or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

~~"Exclusive representative," as defined in Government Code 3540.1,~~
While the terms "employee organization," "exclusive representative," "recognized employee organization," and "bargaining unit" are similar, the differences are important for purposes of understanding the rights and obligations of each one. As defined by Government 3540.1, "employee organization" means an organization that includes district employees that represents those employees in their relations with the district as one of its primary purposes; "exclusive representative" means an employee organization recognized or certified as the exclusive negotiating representative for all district employees other than management and confidential employees.; and "recognized employee organization" means an employee organization that has been recognized by a district as the exclusive representative. "Bargaining unit" is not defined in statute but is used in this policy to referred to the entity with which the district is required to bargain regarding compensation and working conditions for a represented group of district employees.

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that bargaining unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative ~~to represent~~for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: ~~In East Whittier School District, the~~The Public Employment Relations Board (PERB)

uses a case-by-case approach to determine whether a district's policy restricting the wearing of

union buttons, insignia, or other pictorial or written messages by employees is justified by special circumstances. In East Whittier School District, PERB found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act (EERA), as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting the wearing of union buttons by employees is justified by special circumstances, as seen in PERB's ruling in City of Sacramento with regard to union insignia on employees' hardhats. Due to the legal uncertainty in this area, districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to limiting the wearing of union buttons that support the union's position in collective bargaining., insignia, or other pictorial or written messages.

Employees shall not be prohibited from wearing union buttons, insignia, or other items pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by an the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management (including senior management) and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization exclusive representative. Certain management positions designated by the Board under state law such as Education Code 45100.5 may be subject to review by PERB ultimately determines, based upon the duties of the position,. For questions regarding which positions qualify as "management" or "confidential"," districts are encouraged to consult CSBA's District and thus are excluded from bargainingCounty Office of Education Legal Services or district legal counsel.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employeesemployees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is

composed entirely of employees designated as holding those positions. ~~An~~However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. ((~~E~~ducation Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. ~~Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board.~~ (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

CSBA NOTE: Government Code 3550 prohibits districts from deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. Pursuant to Government Code 3551.5, ~~as added by SB 931 (Ch. 823, Statutes of 2022),~~ any district found by PERB to be in violation of this prohibition may be subject to civil penalties of $1,000 for each affected employee, up to a maximum of $100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization.

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

CSBA NOTE: ~~The remainder of this~~This section is optional and may be revised to reflect district practice. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with CSBA's District and County Office of Education Legal Services or district legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of ~~the~~ membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights to

join and/or support ~~an officially recognized employee organization~~ or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, ~~a~~and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

~~However, before disseminating~~

The district may disseminate written documents, recorded messages, or other mass communications to ~~multiple~~actual or perspective employees ~~any mass communication~~ represented by an exclusive representative concerning ~~employees'~~their rights ~~under the law, such as a written document or script for oral or recorded presentation~~ to join and/or ~~message,~~support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee ~~shall meet~~meets and ~~confer~~confers with the ~~employees'~~ exclusive representative ~~regarding~~concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee ~~may disseminate the district's mass communication, provided~~shall request that ~~at the same time, copies of~~ the exclusive ~~representative's~~representative provide a communication, ~~which shall be~~ of reasonable length~~, are also distributed.~~ to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code ~~3553~~ 3556)

Access to New Employee Orientations

The district shall permit ~~employee organizations~~each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide ~~employee organizations~~the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided ~~if~~where there is an ~~unforeseeable,~~ urgent need critical to the ~~district's operation prevents the required 10 days' notice.~~district's operations that was not reasonably foreseeable. (Government Code ~~3555.5,~~ 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, ~~matters related to~~the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. ~~The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.~~ When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision ~~of the~~

~~arbitrator~~ shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025, ~~unless the date is extended by law. Government Code 3556, as amended by SB 191 (Ch. 67, Statutes of 2022), provides additional obligations for public employers under the conditions specified in the following paragraph~~.

Until June 30, 2025, ~~in addition to above provisions regarding new employee orientations,~~unless the district ~~shall ensure~~and the ~~following: (Government Code 3556)~~

~~1. When an inperson new employee orientation~~ exclusive representative have agreed otherwise, when the district has not ~~been~~ conducted an in-person orientation within 30 days of hiring ~~any~~a new employee ~~who is working in person~~, the Superintendent or designee shall permit the exclusive representative to schedule an ~~inperson~~in-person meeting ~~which newly hired employees shall have an opportunity to attend, at the employee's worksite and~~ during employment hours ~~. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting~~ at the new employee's worksite, during which the ~~exclusive representative shall be permitted to communicate directly with the newly hired employees.~~

~~Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee~~ new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide ~~an~~ appropriate ~~on-site meeting~~ space.

~~2. When, by reason of a state or local public health order limiting the size of gatherings,~~ at the ~~district is prohibited~~ worksite within seven calendar days of receiving a request from ~~organizing a new employee orientation, an~~the exclusive representative ~~may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.~~

~~Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.~~ (Government Code 3556, 3557)

CSBA NOTE: Pursuant to Government Code 3556, the district must provide at least 30 minutes of paid time for new employees to attend the meeting. However, nothing prohibits the district and the exclusive representative from providing more than 30 minutes of paid time.

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558, and 7928.300, which implemented the decision by the California Supreme Court in *County of Los Angeles v. Los Angeles County Employee Relations Commission*, districts are required to provide ~~recognized employee organizations~~each exclusive representative with ~~specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 7928.300, which authorizes disclosure of an employee's~~the

home address, home telephone number(s), and personal cell phone number ~~to an~~of every employee ~~organization~~represented by the exclusive representative unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 7928.300, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. ~~The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.~~

~~In County of Los Angeles v. Los Angeles County Employee Relations Commission, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union is presumptively relevant to the union's role as bargaining agent and does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.~~

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), ~~personal email address(es)~~of all employees represented by the exclusive representative on file with the district~~, and home address of any newly hired~~ . An employee's personal email address shall only be disclosed if it used by the employee ~~within 30 days of hire or by the first pay period of the month following hire~~to conduct district business.

CSBA NOTE: Pursuant to Government Code 3558, specified contact information is required to be provided for all employees every 120 days and within 30 days of the date of hire or by the first pay period of the month following the date of hire for new employees. The following paragraph should be revised if districts have an agreement with an exclusive representative requiring more frequent disclosure.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. ~~In addition~~Additionally, the Superintendent or designee shall provide the exclusive representative with the same information ~~in regard to~~for all employees ~~in the bargaining unit at least~~represented by the exclusive representative every 120 days, unless more frequent ~~or detailed lists are~~disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, ~~6207~~6205-6210, 6215, ~~6215.2~~ 6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

CSBA NOTE: The Safe at Home address confidentiality program has been in existence pursuant to Government Code ~~6207~~6205-6210 and 6215-6216 to protect victims of domestic violence, sexual assault, ~~and~~ stalking. This type of protection ~~has been extended, pursuant to Government Code 6215~~, human trafficking, and ~~6215.2~~elder or dependent adult abuse, and members of their households, as ~~amended by SB 1131 (Ch. 554, Statutes of 2022), to~~well as district employees who face threats of violence, or violence or

harassment from the public because of the employee's work for the district. This type of protection has been extended, pursuant to Government Code 6205-6210, as amended by AB 243 (Ch. 642, Statutes of 2023), to victims of child abduction and members of their households.

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code ~~6207~~6205-6210 and 6215-16

3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, ~~and~~ home telephone number, and personal cell phone ~~numbers~~number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. If the alleged violation involves the provision of an inaccurate or incomplete list of employees, Government Code 3558 allows the district 20 calendar days to cure the alleged violation and to give the exclusive representative written notice of the actions taken. The opportunity to cure is limited to not more than three times in any 12-month period. If a violation is found, PERB is required to assess against the district a civil penalty of at most $10,000 and payment of the exclusive representative's attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558 limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible ~~violation~~violations and may be revised to reflect district practice.

~~To provide accurate information, the~~The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

CSBA NOTE: Pursuant to Government Code 3543.1, districts are required, subject to "reasonable regulation" set forth by the district and at "reasonable times," to provide an employee organization with access to the work areas of employees represented by the employee organization and district facilities for the purpose of meetings with employees represented by the employee organization. Similarly, Government Code 3543.1 requires the district, subject to "reasonable regulation" by the district, to provide an employee organization with the use of institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. In Desert Community College District, PERB held that the district must show that a

regulation is “reasonable” if it is (1) necessary to the efficient operation of the district’s business and/or safety of its employees and others and (2) narrowly drawn to avoid overbroad, unnecessary interference with the exercise of statutory rights. Such regulation is also subject to bargaining with the exclusive representative, if applicable. Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to adopting or implementing such regulations.

Subject to reasonable regulation by the district, employee organizations ~~may~~shall have access ~~at reasonable times to areas in which employees work and may use district facilities~~, at reasonable times ~~for the purpose of meetings. Subject to reasonable regulation~~, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations ~~may also~~shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. represented by the employee organization. (Government Code 3543.1)

~~Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.~~

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: ~~Bargaining unit employees~~Employees who choose to ~~join the~~become members of an employee organization pay membership dues, which are required to be deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees*, ~~bargaining unit~~ employees who choose not to ~~join~~become members of an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, ~~as required by Janus v.~~ AFSCME..

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount ~~which~~that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

~~An~~When an employee organization ~~that certifies~~has certified to the district that it has and will maintain individual employee authorizations ~~shall handle and process employee written authorizations~~ for payroll deductions. ~~When an employee organization provides such a certification~~

~~to the district~~, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and ~~from which~~the employees~~. The~~ to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization ~~shall not be required to submit to the~~ . The district also shall not require a copy of the written authorization ~~in order for the payroll deductions to be effective. However,~~to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization~~, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)~~

~~When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions.~~ . (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

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

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions

Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, ~~or~~ stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization

Management Resources	**Description**
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. ~~2702m~~2702
Public Employment Relations Board Ruling	Desert Community College District (2007) PERB Dec. No. 1921

Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation

4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4158	Employee Security
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4240: Bargaining Units

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 11/09/2023 **| Last Reviewed Date:** 11/09/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially

recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

   Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

   Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207

3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

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Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
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Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization

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Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.
Public Employment Relations Board Ruling	Desert Community College District (2007) PERB Dec. No. 1921
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. 2702
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

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4121	Temporary/Substitute Personnel
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4154	Health And Welfare Benefits
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4158	Employee Security
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4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
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Policy 4240: Bargaining Units **Status:** ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** ~~06~~03/01/2023~~2024~~ | **Last Reviewed Date:** ~~06~~03/01/~~2023~~2024

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the ~~employees'~~employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of ~~the~~ specified employees ~~in an appropriate unit~~ wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which ~~members of the unit~~employees to be represented by that organization are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the ~~unit~~organization, (2) another employee organization files a challenge to the appropriateness of the ~~unit~~organization or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

~~"Exclusive representative," as defined in Government Code 3540.1,~~
While the terms "employee organization," "exclusive representative," "recognized employee organization," and "bargaining unit" are similar, the differences are important for purposes of understanding the rights and obligations of each one. As defined by Government 3540.1, "employee organization" means an organization that includes district employees that represents those employees in their relations with the district as one of its primary purposes; "exclusive representative" means an employee organization recognized or certified as the exclusive negotiating representative for all district employees other than management and confidential employees.; and "recognized employee organization" means an employee organization that has been recognized by a district as the exclusive representative. "Bargaining unit" is not defined in statute but is used in this policy to referred to the entity with which the district is required to bargain regarding compensation and working conditions for a represented group of district employees.

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that bargaining unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative ~~to represent~~for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: ~~In East Whittier School District, the~~The Public Employment Relations Board (PERB)

uses a case-by-case approach to determine whether a district's policy restricting the wearing of

union buttons, insignia, or other pictorial or written messages by employees is justified by special circumstances. In East Whittier School District, PERB found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act (EERA), as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting the wearing of union buttons by employees is justified by special circumstances, as seen in PERB's ruling in City of Sacramento with regard to union insignia on employees' hardhats. Due to the legal uncertainty in this area, districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to limiting the wearing of union buttons that support the union's position in collective bargaining., insignia, or other pictorial or written messages.

Employees shall not be prohibited from wearing union buttons, insignia, or other items pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by an the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management (including senior management) and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization exclusive representative. Certain management positions designated by the Board under state law such as Education Code 45100.5 may be subject to review by PERB ultimately determines, based upon the duties of the position,. For questions regarding which positions qualify as "management" or "confidential"," districts are encouraged to consult CSBA's District and thus are excluded from bargaining County Office of Education Legal Services or district legal counsel.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is

composed entirely of employees designated as holding those positions. ~~An~~However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. ((~~E~~education Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. ~~Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board.~~ (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

CSBA NOTE: Government Code 3550 prohibits districts from deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. Pursuant to Government Code 3551.5, ~~as added by SB 931 (Ch. 823, Statutes of 2022),~~ any district found by PERB to be in violation of this prohibition may be subject to civil penalties of $1,000 for each affected employee, up to a maximum of $100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization.

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

CSBA NOTE: ~~The remainder of this~~This section is optional and may be revised to reflect district practice. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with CSBA's District and County Office of Education Legal Services or district legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of ~~the~~ membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights to

join and/or support ~~an officially recognized employee organization~~ or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, ~~a~~and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

~~However, before disseminating~~

The district may disseminate written documents, recorded messages, or other mass communications to ~~multiple~~actual or perspective employees ~~any mass communication~~ represented by an exclusive representative concerning ~~employees'~~their rights ~~under the law, such as a written document or script for oral or recorded presentation~~ to join and/or ~~message,~~support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee ~~shall meet~~meets and ~~confer~~confers with the ~~employees'~~ exclusive representative ~~regarding~~concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee ~~may disseminate the district's mass communication, provided~~shall request that ~~at the same time, copies of~~ the exclusive ~~representative's~~representative provide a communication, ~~which shall be~~ of reasonable length~~, are also distributed.~~ to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code ~~3553~~ 3556)

Access to New Employee Orientations

The district shall permit ~~employee organizations~~each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide ~~employee organizations~~the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided ~~if~~where there is an ~~unforeseeable,~~ urgent need critical to the ~~district's operation prevents the required 10 days' notice.~~district's operations that was not reasonably foreseeable. (Government Code ~~3555.5,~~ 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, ~~matters related to~~the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. ~~The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.~~ When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision ~~of the~~

~~arbitrator~~ shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025, unless the date is extended by law. Government Code 3556, as amended by SB 191 (Ch. 67, Statutes of 2022), provides additional obligations for public employers under the conditions specified in the following paragraph.

Until June 30, 2025, in addition to above provisions regarding new employee orientations, unless the district shall ensure and the following: (Government Code 3556)

1. When an inperson new employee orientation exclusive representative have agreed otherwise, when the district has not been conducted an in-person orientation within 30 days of hiring any a new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson in-person meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting at the new employee's worksite, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

   Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide an appropriate on-site meeting space.

2. When, by reason of a state or local public health order limiting the size of gatherings, at the district is prohibited worksite within seven calendar days of receiving a request from organizing a new employee orientation, anthe exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative. (Government Code 3556, 3557)

CSBA NOTE: Pursuant to Government Code 3556, the district must provide at least 30 minutes of paid time for new employees to attend the meeting. However, nothing prohibits the district and the exclusive representative from providing more than 30 minutes of paid time.

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558, and 7928.300, which implemented the decision by the California Supreme Court in *County of Los Angeles v. Los Angeles County Employee Relations Commission*, districts are required to provide recognized employee organizations each exclusive representative with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 7928.300, which authorizes disclosure of an employee's the

home address, home telephone number(s), and personal cell phone number ~~to an~~of every employee ~~organization~~represented by the exclusive representative unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 7928.300, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. ~~The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.~~

~~In County of Los Angeles v. Los Angeles County Employee Relations Commission, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union is presumptively relevant to the union's role as bargaining agent and does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.~~

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), ~~personal email address(es)~~of all employees represented by the exclusive representative on file with the district~~, and home address of any newly hired~~ . An employee's personal email address shall only be disclosed if it used by the employee ~~within 30 days of hire or by the first pay period of the month following hire~~to conduct district business.

CSBA NOTE: Pursuant to Government Code 3558, specified contact information is required to be provided for all employees every 120 days and within 30 days of the date of hire or by the first pay period of the month following the date of hire for new employees. The following paragraph should be revised if districts have an agreement with an exclusive representative requiring more frequent disclosure.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. ~~In addition~~Additionally, the Superintendent or designee shall provide the exclusive representative with the same information ~~in regard to~~for all employees ~~in the bargaining unit at least~~represented by the exclusive representative every 120 days, unless more frequent ~~or detailed lists are~~disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, ~~6207~~6205-6210, 6215, ~~6215.2~~ 6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

CSBA NOTE: The Safe at Home address confidentiality program has been in existence pursuant to Government Code ~~6207~~6205-6210 and 6215-6216 to protect victims of domestic violence, sexual assault, ~~and~~ stalking. This type of protection ~~has been extended, pursuant to Government Code 6215~~, human trafficking, and ~~6215.2~~elder or dependent adult abuse, and members of their households, as ~~amended by SB 1131 (Ch. 554, Statutes of 2022), to~~well as district employees who face threats of violence, or violence or

harassment from the public because of the employee's work for the district. This type of protection has been extended, pursuant to Government Code 6205-6210, as amended by AB 243 (Ch. 642, Statutes of 2023), to victims of child abduction and members of their households.

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code ~~6207~~6205-6210 and 6215-16

3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, ~~and~~ home telephone number, and personal cell phone ~~numbers~~number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. If the alleged violation involves the provision of an inaccurate or incomplete list of employees, Government Code 3558 allows the district 20 calendar days to cure the alleged violation and to give the exclusive representative written notice of the actions taken. The opportunity to cure is limited to not more than three times in any 12-month period. If a violation is found, PERB is required to assess against the district a civil penalty of at most $10,000 and payment of the exclusive representative's attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558 limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible ~~violation~~violations and may be revised to reflect district practice.

~~To provide accurate information, the~~The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

CSBA NOTE: Pursuant to Government Code 3543.1, districts are required, subject to "reasonable regulation" set forth by the district and at "reasonable times," to provide an employee organization with access to the work areas of employees represented by the employee organization and district facilities for the purpose of meetings with employees represented by the employee organization. Similarly, Government Code 3543.1 requires the district, subject to "reasonable regulation" by the district, to provide an employee organization with the use of institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. In Desert Community College District, PERB held that the district must show that a

regulation is "reasonable" if it is (1) necessary to the efficient operation of the district's business and/or safety of its employees and others and (2) narrowly drawn to avoid overbroad, unnecessary interference with the exercise of statutory rights. Such regulation is also subject to bargaining with the exclusive representative, if applicable. Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to adopting or implementing such regulations.

Subject to reasonable regulation by the district, employee organizations ~~may~~shall have access ~~at reasonable times to areas in which employees work and may use district facilities~~, at reasonable times ~~for the purpose of meetings. Subject to reasonable regulation~~, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations ~~may also~~shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. represented by the employee organization. (Government Code 3543.1)

~~Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.~~

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: ~~Bargaining unit employees~~Employees who choose to ~~join the~~become members of an employee organization pay membership dues, which are required to be deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees*, ~~bargaining unit~~ employees who choose not to ~~join~~become members of an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, ~~as required by Janus v.~~ AFSCME..

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount ~~which~~that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

~~An~~When an employee organization ~~that certifies~~has certified to the district that it has and will maintain individual employee authorizations ~~shall handle and process employee written authorizations~~ for payroll deductions. ~~When an employee organization provides such a certification~~

~~to the district~~, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and ~~from which~~the employees~~. The~~ to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization ~~shall not be required to submit to the~~ . The district also shall not require a copy of the written authorization ~~in order for the payroll deductions to be effective. However,~~to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization~~, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)~~

~~When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions.~~ . (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

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

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions

Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, ~~or~~ stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization

Management Resources	**Description**
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. ~~2702m~~2702
Public Employment Relations Board Ruling	Desert Community College District (2007) PERB Dec. No. 1921

Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
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0460	Local Control And Accountability Plan
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4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
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4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4140: Bargaining Units

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 11/09/2023 **| Last Reviewed Date:** 11/09/2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially

recognized employee organization. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' rights under the law, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

   Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

   Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207

3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

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
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization

Management Resources References	Description
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448

Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.
Public Employment Relations Board Ruling	Desert Community College District (2007) PERB Dec. No. 1921
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. 2702
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References	**Description**
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4158	Employee Security
4158	Employee Security
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation

4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4140: Bargaining Units **Status:** ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** ~~06~~03/01/20232024 | **Last Reviewed Date:** ~~06~~03/01/~~2023~~2024

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the ~~employees'~~employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of ~~the~~ specified employees ~~in an appropriate unit~~ wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which ~~members of the unit~~employees to be represented by that organization are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the ~~unit~~organization, (2) another employee organization files a challenge to the appropriateness of the ~~unit~~organization or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

~~"Exclusive representative," as defined in Government Code 3540.1,~~
While the terms "employee organization," "exclusive representative," "recognized employee organization," and "bargaining unit" are similar, the differences are important for purposes of understanding the rights and obligations of each one. As defined by Government 3540.1, "employee organization" means an organization that includes district employees that represents those employees in their relations with the district as one of its primary purposes; "exclusive representative" means an employee organization recognized or certified as the exclusive negotiating representative for all district employees other than management and confidential employees.; and "recognized employee organization" means an employee organization that has been recognized by a district as the exclusive representative. "Bargaining unit" is not defined in statute but is used in this policy to referred to the entity with which the district is required to bargain regarding compensation and working conditions for a represented group of district employees.

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that bargaining unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative ~~to represent~~for the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with ~~recognized employee organizations~~the exclusive representative and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: ~~In East Whittier School District, the~~The Public Employment Relations Board (PERB)

uses a case-by-case approach to determine whether a district's policy restricting the wearing of

union buttons, insignia, or other pictorial or written messages by employees is justified by special circumstances. In East Whittier School District, PERB found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act (EERA), as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting the wearing of union buttons by employees is justified by special circumstances, as seen in PERB's ruling in City of Sacramento with regard to union insignia on employees' hardhats. Due to the legal uncertainty in this area, districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to limiting the wearing of union buttons that support the union's position in collective bargaining., insignia, or other pictorial or written messages.

Employees shall not be prohibited from wearing union buttons, insignia, or other items pictorial or written messages that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of certificated or classified supervisory employees may only be recognized if the bargaining unit includes all certificated or classified supervisory employees, respectively, and is not represented by an the same employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management (including senior management) and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization exclusive representative. Certain management positions designated by the Board under state law such as Education Code 45100.5 may be subject to review by PERB ultimately determines, based upon the duties of the position,. For questions regarding which positions qualify as "management" or "confidential"," districts are encouraged to consult CSBA's District and thus are excluded from bargaining County Office of Education Legal Services or district legal counsel.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees employees who serve in a management, senior management, or confidential position may represent themselves or be represented by an employee organization whose membership is

composed entirely of employees designated as holding those positions. ~~An~~However, an employee organization representing management, senior management, or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. ((~~E~~ducation Code 45100.5, Government Code 3543.4)

Management employee means an employee in a position having significant responsibilities for formulating district policies or administering district programs. ~~Management positions shall be designated by the Board which may be subject to review by the Public Employment Relations Board.~~ (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

CSBA NOTE: Government Code 3550 prohibits districts from deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. Pursuant to Government Code 3551.5, ~~as added by SB 931 (Ch. 823, Statutes of 2022),~~ any district found by PERB to be in violation of this prohibition may be subject to civil penalties of $1,000 for each affected employee, up to a maximum of $100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization.

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

District Communications to Employees

CSBA NOTE: ~~The remainder of this~~This section is optional and may be revised to reflect district practice. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with CSBA's District and County Office of Education Legal Services or district legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of ~~the~~ membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights to

join and/or support ~~an officially recognized employee organization~~ or to refrain from joining or supporting an officially recognized employee organization. Such communications shall be factual and accurate, ~~a~~and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

~~However, before disseminating~~

The district may disseminate written documents, recorded messages, or other mass communications to ~~multiple~~actual or perspective employees ~~any mass communication~~ represented by an exclusive representative concerning ~~employees'~~their rights ~~under the law, such as a written document or script for oral or recorded presentation~~ to join and/or ~~message,~~support, or refrain from joining and/or supporting, an employee organization only after the Superintendent or designee ~~shall meet~~meets and ~~confer~~confers with the ~~employees'~~ exclusive representative ~~regarding~~concerning the content of the mass communication. If the district and exclusive representative do not come to agreement on the content of the mass communication and the district still chooses to disseminate it, the Superintendent or designee ~~may disseminate the district's mass communication, provided~~shall request that ~~at the same time, copies of~~ the exclusive ~~representative's~~representative provide a communication, ~~which shall be~~ of reasonable length~~, are also distributed.~~ to the district that shall be disseminated to the employees at the same time as the district's own mass communication. (Government Code ~~3553~~ 3556)

Access to New Employee Orientations

The district shall permit ~~employee organizations~~each exclusive representative access to new employee orientation or onboarding process where newly hired employees represented by the exclusive representative are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide ~~employee organizations~~the exclusive representative at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided ~~if~~where there is an ~~unforeseeable,~~ urgent need critical to the ~~district's operation prevents the required 10 days' notice.~~district's operations that was not reasonably foreseeable. (Government Code ~~3555.5,~~ 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, ~~matters related to~~the structure, time, and manner of access to the new employee orientation shall be subject to compulsory interest arbitration. The district and ~~employee organization~~the exclusive representative may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. ~~The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.~~ When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The arbitrator's decision ~~of the~~

~~arbitrator~~ shall be issued within 10 days and shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025, ~~unless the date is extended by law. Government Code 3556, as amended by SB 191 (Ch. 67, Statutes of 2022), provides additional obligations for public employers under the conditions specified in the following paragraph~~.

Until June 30, 2025, ~~in addition to above provisions regarding new employee orientations,~~unless the district ~~shall ensure~~and the ~~following: (Government Code 3556)~~

~~1. When an inperson new employee orientation~~ exclusive representative have agreed otherwise, when the district has not ~~been~~ conducted an in-person orientation within 30 days of hiring ~~any~~a new employee ~~who is working in person~~, the Superintendent or designee shall permit the exclusive representative to schedule an ~~inperson~~in-person meeting ~~which newly hired employees shall have an opportunity to attend, at the employee's worksite and~~ during employment hours~~. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting~~ at the new employee's worksite, during which the ~~exclusive representative shall be permitted to communicate directly with the newly hired employees.~~

~~Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee~~ new employee shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. The district shall provide ~~an~~ appropriate ~~on-site meeting~~ space.

~~2. When, by reason of a state or local public health order limiting the size of gatherings,~~ at the ~~district is prohibited~~ worksite within seven calendar days of receiving a request from ~~organizing a new employee orientation, an~~the exclusive representative ~~may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.~~

~~Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.~~ (Government Code 3556, 3557)

CSBA NOTE: Pursuant to Government Code 3556, the district must provide at least 30 minutes of paid time for new employees to attend the meeting. However, nothing prohibits the district and the exclusive representative from providing more than 30 minutes of paid time.

During this meeting, the exclusive representative shall be permitted to communicate directly with the new employees for up to 30 minutes of paid time. (Government Code 3556)

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558, and 7928.300, which implemented the decision by the California Supreme Court in *County of Los Angeles v. Los Angeles County Employee Relations Commission*, districts are required to provide ~~recognized employee organizations~~each exclusive representative with ~~specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 7928.300, which authorizes disclosure of an employee's~~the

home address, home telephone number(s), and personal cell phone number ~~to an~~of every employee ~~organization~~represented by the exclusive representative unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 7928.300, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. ~~The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.~~

~~In County of Los Angeles v. Los Angeles County Employee Relations Commission, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union is presumptively relevant to the union's role as bargaining agent and does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.~~

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), ~~personal email address(es)~~of all employees represented by the exclusive representative on file with the district~~, and home address of any newly hired~~ . An employee's personal email address shall only be disclosed if it used by the employee ~~within 30 days of hire or by the first pay period of the month following hire~~to conduct district business.

CSBA NOTE: Pursuant to Government Code 3558, specified contact information is required to be provided for all employees every 120 days and within 30 days of the date of hire or by the first pay period of the month following the date of hire for new employees. The following paragraph should be revised if districts have an agreement with an exclusive representative requiring more frequent disclosure.

Such information shall be provided within 30 days of hire or by the first pay period of the month following hire for all new employees represented by the exclusive representative, unless the exclusive representative has agreed to a different interval for the provision of the information. ~~In addition~~Additionally, the Superintendent or designee shall provide the exclusive representative with the same information ~~in regard to~~for all employees ~~in the bargaining unit at least~~represented by the exclusive representative every 120 days, unless more frequent ~~or detailed lists are~~disclosure is required by agreement with the exclusive representative. (Government Code 3558, 7928.300)

However, the Superintendent or designee shall not disclose: (Government Code 3558, ~~6207~~6205-6210, 6215, ~~6215.2~~ 6216, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions

CSBA NOTE: The Safe at Home address confidentiality program has been in existence pursuant to Government Code ~~6207~~6205-6210 and 6215-6216 to protect victims of domestic violence, sexual assault, ~~and~~ stalking. This type of protection ~~has been extended, pursuant to Government Code 6215~~, human trafficking, and ~~6215.2~~elder or dependent adult abuse, and members of their households, as ~~amended by SB 1131 (Ch. 554, Statutes of 2022), to~~well as district employees who face threats of violence, or violence or

harassment from the public because of the employee's work for the district. This type of protection has been extended, pursuant to Government Code 6205-6210, as amended by AB 243 (Ch. 642, Statutes of 2023), to victims of child abduction and members of their households.

2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code ~~6207~~6205-6210 and 6215-16

3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to the district to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, ~~and~~ home telephone number, and personal cell phone ~~numbers~~number from any mailing list maintained by the district unless the list is only used by the district to contact the employee.

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. If the alleged violation involves the provision of an inaccurate or incomplete list of employees, Government Code 3558 allows the district 20 calendar days to cure the alleged violation and to give the exclusive representative written notice of the actions taken. The opportunity to cure is limited to not more than three times in any 12-month period. If a violation is found, PERB is required to assess against the district a civil penalty of at most $10,000 and payment of the exclusive representative's attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558 limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible ~~violation~~violations and may be revised to reflect district practice.

~~To provide accurate information, the~~The Superintendent or designee shall review the list of contact information for district employees at the beginning of each school year, or more often as appropriate.

Communications with Employees by Employee Organizations

CSBA NOTE: Pursuant to Government Code 3543.1, districts are required, subject to "reasonable regulation" set forth by the district and at "reasonable times," to provide an employee organization with access to the work areas of employees represented by the employee organization and district facilities for the purpose of meetings with employees represented by the employee organization. Similarly, Government Code 3543.1 requires the district, subject to "reasonable regulation" by the district, to provide an employee organization with the use of institutional bulletin boards, mailboxes, and other means of communication to communicate with employees represented by the employee organization. In Desert Community College District, PERB held that the district must show that a

regulation is “reasonable” if it is (1) necessary to the efficient operation of the district’s business and/or safety of its employees and others and (2) narrowly drawn to avoid overbroad, unnecessary interference with the exercise of statutory rights. Such regulation is also subject to bargaining with the exclusive representative, if applicable. Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel prior to adopting or implementing such regulations.

Subject to reasonable regulation by the district, employee organizations ~~may~~shall have access ~~at reasonable times to areas in which employees work and may use district facilities~~, at reasonable times ~~for the purpose of meetings. Subject to reasonable regulation~~, to the work areas of employees represented by the employee organization and to district facilities for the purpose of meeting with employees represented by the employee organization. Access may be limited in instances where it would be disruptive to district operations. (Government Code 3543.1)

Additionally, subject to reasonable regulation by the district, employee organizations ~~may also~~shall have the ability to use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. represented by the employee organization. (Government Code 3543.1)

~~Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.~~

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: ~~Bargaining unit employees~~Employees who choose to ~~join the~~become members of an employee organization pay membership dues, which are required to be deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees*, ~~bargaining unit~~ employees who choose not to ~~join~~become members of an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, ~~as required by Janus v.~~ AFSCME..

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount ~~which~~that has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

~~An~~When an employee organization ~~that certifies~~has certified to the district that it has and will maintain individual employee authorizations ~~shall handle and process employee written authorizations~~ for payroll deductions. ~~When an employee organization provides such a certification~~

~~to the district~~, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and ~~from which~~the employees~~. The~~ to whom they apply and shall not handle or process employee written authorizations for the employees represented by such employee organization ~~shall not be required to submit to the~~ . The district also shall not require a copy of the written authorization ~~in order for the payroll deductions to be effective. However,~~to be submitted by the employee organization, except when there is a dispute about the existence or terms of the written authorization~~, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)~~

~~When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions.~~ . (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization that represents the employee rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. ~~(Education Code 45060, 45168)~~ (Education Code 45060, 45168)

When an employee organization has declined to certify that it will handle and process written authorizations from employee(s) represented by the employee organization and makes a request for payroll deductions, the district shall request a copy of the written authorization for an employee before making the payroll deductions for that employee. (Education Code 45060, 45168)

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

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions

Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of Education Code 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3500-3511	Local public employee organizations
Gov. Code 3507.7	Representation of temporary employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.4	Management and confidential positions; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information, and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault, ~~or~~ stalking, or child abduction
Gov. Code 6215-6216	Address confidentiality for individuals who face threats or violence because of work for a public entity
Gov. Code 6503.5	Joint powers agencies; agreement
Gov. Code 7928.300	Disclosure of employee contact information to employee organization

Management Resources	**Description**
Court Decision	County of Los Angeles v. Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento (2019) PERB Dec. No. ~~2702m~~2702
Public Employment Relations Board Ruling	Desert Community College District (2007) PERB Dec. No. 1921

Public Employment Relations Board Ruling	Regents of the University of California (2004) PERB Dec. No. 1700-H.
Website	CSBA District and County Office of Education Legal Services
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation

4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4158	Employee Security
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 10/20/2022 **| Last Reviewed Date:** 10/20/2022

Causes for Suspension or Dismissal

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 prohibiting the advocacy or teaching of communism
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

Suspension/Dismissal of Permanent Employees

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists (Education Code 44934, 44934.1)
2. The employee, upon receiving notice of the Board's intent to suspend or dismiss, may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)
3. Except when the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)
4. The employee shall be suspended or dismissed when the Commission on Professional Competence or

administrative law judge has issued its decision supporting suspension or dismissal or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons, if proper notice is provided by March 15. (Education Code 44929.21, 44929.23)

During the school year, a probationary employee who is in the first or second year of service may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.

2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.

3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

Compulsory Leave of Absence

Upon being informed by law enforcement that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187 prohibiting murder

3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

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

dismissed within 30 days from the date of service of the notice unless a hearing is demanded. (Education Code 44940, 44940.5)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of the second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

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
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 12954	Employment discrimination; cannabis use
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm

Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal References	**Description**
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses

Management Resources References	**Description**
Commission on Teacher Credentialing Publication	California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Crowl v. Commission on Professional Competence (1990) 225 Cal. App. 3d 334
Court Decision	Morrison v. State Board of Education (1969) 1 Cal.3d 214
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education

Cross References	**Description**
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 PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1312.3-E PDF(3)	Uniform Complaint Procedures
1312.3-E PDF(4)	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools

3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516.2	Bomb Threats
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4112	Appointment And Conditions Of Employment
4112.1	Contracts
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4117.7	Employment Status Reports
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches

4136	Nonschool Employment
4141	Collective Bargaining Agreement
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241	Collective Bargaining Agreement
4241.6	Concerted Action/Work Stoppage

4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
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4259	Employee Assistance Programs
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4261	Leaves
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E PDF(1)	Criminal Record Check
4312.6	Personnel Files
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4312.9-E PDF(2)	Employee Notifications
4312.9-E PDF(3)	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4317.7	Employment Status Reports
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security

4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
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
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4118: Dismissal/Suspension/Disciplinary Action **Status:** ADOPTED

Original Adopted Date: 07/01/2000 | **Last Revised Date:** ~~09~~03/01/2022~~2~~2024 | **Last Reviewed Date:** ~~09~~03/01/~~2022~~2024

CSBA NOTE: The following optional administrative regulation is subject to collective bargaining and should be revised ~~to reflect provisions~~ in accordance with any applicable ~~to the size of the district as well as any related provisions of~~ collective bargaining agreements. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail, so long as the provision is consistent with law.

Pursuant to Government Code 3543.2, the district and certificated employee bargaining unit must, upon request of either party, negotiate causes and procedures for disciplinary action, other than dismissal and suspension beyond 15 days. If the Governing Board has adopted a collective bargaining agreement ~~which~~that includes such procedures, then, pursuant to Education Code 44932, the authorization to suspend an employee for up to 15 days pursuant to the procedures specified in Education Code 44933, 44934, 44934.1, 44935, 44936, 44937, 44943, and 44944 would not apply. The suspension procedures specified in Education Code 44934 and 44939 are explicitly for use only by districts that do not have ~~a~~such a provision in their collective bargaining agreement.

Because Education Code provisions pertaining to employee suspension and dismissal are complex, districts are advised to consult ~~with~~CSBA's District and County Office of Education Legal Services or district legal counsel before instituting such proceedings.

Causes for Suspension or Dismissal

CSBA NOTE: Education Code 44932 lists causes for which a certificated employee may be suspended without pay or dismissed.

The causes listed in Education Code 44932 have been found to be so broad as to be sometimes difficult to apply. However, the California Supreme Court, in *Morrison v. State Board of Education*, has articulated ~~a seven-part test to determine fitness to teach, including (1) likelihood of recurrence of the questioned conduct or performance, (2) extenuating or aggravating circumstances, (3) effect of notoriety and publicity, (4) impairment of teacher-student relationships, (5) disruption of the education process, (6) motive, and (7) proximity or remoteness in time of conduct or performance.~~multiple factors to determine fitness to teach, which is the relevant inquiry under most of the causes for dismissal or suspension. The factors include: (1) the likelihood that the conduct may have adversely affected others and the degree of such adversity anticipated, (2) the proximity or remoteness in time of the conduct, (3) the type of certification held by the party involved, (4) the extenuating or aggravating circumstances, if any, surrounding the conduct, (5) the praiseworthiness or blameworthiness of the motives resulting in the conduct, (6) the likelihood of the recurrence of the questioned conduct, (7) the extent to which disciplinary action may inflict an adverse impact or chilling effect upon the constitutional rights of the teacher involved or other teachers, and (8) the notoriety associated with the conduct or behavior. The conduct or performance that gives rise to the need to suspend or dismiss need not occur on or involve district property. but there must be some nexus to employment.

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

CSBA NOTE: Pursuant to Government Code 12954, the district may not discriminate against a person in termination or any term or condition of employment, based on the person's use of cannabis when off the job or away from the workplace, and consequently, districts may be prohibited from disciplining employees in certain circumstances. However, certain employees may be subject to stricter laws related to drug testing. Districts with questions about drug testing employees should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 prohibiting the advocacy or teaching of communism
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

Suspension/Dismissal of Permanent Employees

CSBA NOTE: Procedures for the suspension or dismissal of permanent employees are addressed in Education Code 44932-44947.

See the accompanying Board policy for information about Board responsibilities related to reviewing the statement of charges, providing notice to the employee of the Board's intent to suspend or dismiss the employee, and, when applicable, appointing a member of the Commission on Professional Competence that will conduct a hearing on the matter.

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists. (Education Code 44934, 44934.1)

2. The employee, upon receiving notice of the Board's intent to suspend or dismiss, may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)

3. Except when the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)

4. The employee shall be suspended or dismissed when the Commission on Professional Competence or administrative law judge has issued its decision ~~supporting~~ upholding suspension or dismissal or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

CSBA NOTE: With proper notice, the district may choose not to rehire probationary employees for the following year without giving a statement of reasons; see BP 4116 - Probationary/Permanent Status. However, during the school year, probationary employees may only be suspended without pay or dismissed for cause and in accordance with the applicable procedures specified in law.

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons, ~~i~~if proper notice is provided by March 15 of the employee's second, complete, consecutive year of employment. (Education Code 44929.21, 44929.23)

CSBA NOTE: Districts with average daily attendance (ADA) of 250 or more may dismiss probationary employees during the school year in accordance with the procedures contained in Education Code 44948.3, in which case the decision whether to dismiss an employee rests with the Board rather than the Commission on Professional Competence (Option 1 below).

Districts with less than 250 ADA should select the appropriate option below depending on how the district grants permanent status to certificated employees in accordance with BP/AR 4116 - ~~Permanent/~~ Probationary/Permanent Status. Districts with less than 250 ADA that have not adopted a collective bargaining agreement may elect to use the procedures in Education Code 44934 and 44934.1 for dismissal of probationary employees (Option 2 below), as reflected in the section "Suspension/Dismissal of Permanent Employees" above. Alternatively, Education Code 44948.2 authorizes districts with less than 250 ADA to elect to dismiss probationary employees during the school year pursuant to Education Code 44948.3 (Option 1 below). When districts with less than 250 ADA decide to use the procedures in Education Code 44948.3, their employees will become permanent employees if they are not served with a notice of non-reelection before March 15 of their second year. Since Education Code 44948.3 applies only to dismissal of probationary

employees in districts with 250 ADA or more or to districts of less than 250 ADA that elect to use Education Code 44948.3, it is not appropriate for use by districts that either grant permanent status after three consecutive years or that reelect employees from year to year without granting permanent status.

OPTION 1: (Districts with ADA of 250 or more, or districts with less than 250 ADA that have elected to use the dismissal procedures in Education Code 44948.3)

During the school year, a probationary employee who is in the first or second year of service may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to
   Education Code 44664.

CSBA NOTE: Pursuant to Education Code 44948.3, the probationary employee may request a hearing as provided below. The employee's failure to request a hearing within 15 days from receipt of the dismissal notice constitutes a waiver of the right to a hearing.

2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.

CSBA NOTE: Education Code 44948.3 authorizes the district to establish procedures for the appointment of an administrative law judge to conduct the hearing and submit a recommended decision to the Board. Item #3 may be revised to reflect any such procedures established by the district.

3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

OPTION 1 ENDS HERE

~~OPTION 2: (Districts with less than 250 ADA that do not grant permanent status after two years and do not elect to use the procedures in Education Code 44948.3)~~

~~During the school year, probationary employees may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above. (Education Code 44948)~~

~~Whenever a probationary employee is so charged, dismissal procedures shall be those set forth in Education Code 44934 and 44934.1 as described in the section "Suspension/Dismissal of~~

Permanent Employees" above.

OPTION 2 ENDS HERE

Compulsory Leave of Absence

CSBA NOTE: Whenever a certificated employee is charged with a "mandatory leave of absence offense" as defined in Education Code 44940, the district is required to place the employee on a compulsory leave of absence. Penal Code 291 requires law enforcement, including the local police, sheriff, or California Highway Patrol, to telephone the Superintendent when a school employee has been arrested for a sex offense and provide written notice to the County Superintendent of
Schools and the Commission on Teacher Credentialing (CTC).

Pursuant to Education Code 44009 and 44425, CTC will revoke the credential of an individual who has been convicted of a mandatory leave of absence offense.

Upon being informed ~~by law enforcement~~ that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder

3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

CSBA NOTE: Education Code 44940 permits the Board to ~~require compulsory~~place certificated employees on leave for certain "optional leave of absence offenses" as defined below.

The following optional paragraph should be revised to reflect offenses which the Board has determined will require a compulsory leave of absence.

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or ~~tetrahydrocannabinols.~~ tetrahydrocannabinol. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless a hearing is demanded. (Education Code 44940, 44940.5)

CSBA NOTE: Pursuant to Education Code 44940.5, while on compulsory leave, the employee's salary may be paid if the employee provides a suitable bond or other acceptable security as a guarantee that the leave-period salary will be repaid if the employee is convicted of the charges or fails to return to district service. If the employee is acquitted or the charges are dismissed, the district must reimburse the employee for the cost of the bond upon return to service in the

are dismissed, the district must pay the employee's salary for the time spent on leave upon return to service.

Education Code 44940.5 specifies that, if the charges against an employee are dismissed as a result of the employee's successful completion of a drug diversion program and the employee returns to service, the employee may elect to receive payment for any accrued leave and differential pay for the length of the employee's leave of absence.

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of the second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

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

State	Description
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals, and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers

Ed. Code 48907	Exercise of free expression; time, place, and manner rules and regulations

Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 12954	Employment discrimination; cannabis use
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal	**Description**
U.S. Constitution, First Amendment	~~Amendment 1;~~ Free exercise, free speech, and establishment clauses

Management Resources	**Description**
Commission on Teacher Credentialing Publication	California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007
U.S. Department of Education 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)
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Crowl v. Commission on Professional Competence, (1990) 225 Cal. App. 3d 334
Court Decision	Morrison v. State Board of Education (1969) 1 Cal.3d 214
Website	Office of the Attorney General

Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education (https://www.ed.gov/)

Cross References

Code	Description
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
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3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516.2	Bomb Threats
4000	Concepts And Roles
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4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment

4040-E(1)	Employee Use Of Technology
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4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance
4136	Nonschool Employment

4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
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4212.5	Criminal Record Check
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4212.6	Personnel Files
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4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
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4219.23	Unauthorized Release Of Confidential/Privileged Information
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4227	Temporary Athletic Team Coaches

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4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
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4319.21-E(1)	Professional Standards
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4319.23	Unauthorized Release Of Confidential/Privileged Information

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5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 10/20/2022 **| Last Reviewed Date:** 10/20/2022

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, and administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal warnings, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, or dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1, 44940)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

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Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism

Gov. Code 11505-11506	Hearing
Gov. Code 12954	Employment discrimination; cannabis use
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
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Pen. Code 291	School employees arrest for sex offense
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Court Decision	Crowl v. Commission on Professional Competence (1990) 225 Cal. App. 3d 334
Court Decision	Morrison v. State Board of Education (1969) 1 Cal.3d 214
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education

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1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
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4112.42	Drug And Alcohol Testing For School Bus Drivers
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4112.5-E PDF(1)	Criminal Record Check
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4112.9-E PDF(3)	Employee Notifications
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4119.11	Sexual Harassment

4119.12	Title IX Sexual Harassment Complaint Procedures
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4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
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4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards

4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241	Collective Bargaining Agreement
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
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4259	Employee Assistance Programs
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4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E PDF(1)	Criminal Record Check
4312.6	Personnel Files
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4312.9-E PDF(2)	Employee Notifications
4312.9-E PDF(3)	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4317.7	Employment Status Reports
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming

4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
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5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
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5145.9	Hate-Motivated Behavior
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6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2019 | **Last Revised Date:** 03/01/20232024 | **Last Reviewed Date:** 03/01/~~2023~~2024

CSBA NOTE: The following optional policy ~~is~~ and accompanying administrative regulation are for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following optional policy ~~is~~ and accompanying administrative regulation are subject to collective bargaining and ~~may~~ should be ~~deleted or~~ revised ~~by~~ in accordance with any ~~district whose~~ applicable collective bargaining agreement ~~covers classified employee dismissal, suspension, and other disciplinary action~~. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail., so long as the provision is consistent with law.

The Governing Board expects all employees to perform their jobs satisfactorily ~~and~~, to exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all of the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. ~~In Kennedy v. Bremerton School District, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer.~~

Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel, accordingly.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. ~~An employee's private exercise of personal~~

~~beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.~~

CSBA NOTE: In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district could not discipline an employee for non-coercive religious conduct while the employee was acting as a private citizen. For more information, see the U.S. Department of Education's May 2023, "Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools." Also see BP/AR 4030 - Nondiscrimination in Employment and BP 4119.1 - Civil and Legal Rights.

In *Visalia Unified School District v. Public Employment Relations Board* (PERB), the Fifth District Court of Appeal upheld PERB's determination that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of the employee's complaint of retaliation for union activities and that the district retaliated against the employee. However, the court ultimately held in favor of the district, finding that the district proved it would have terminated the employee for poor performance regardless of the protected union activity. Districts with questions about terminating an officer of an employee organization are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

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

~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~

A probationary classified employee may be dismissed without cause ~~at any time prior to the expiration of~~anytime before the probationary period expires.

CSBA NOTE: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also, see the accompanying administrative regulation.

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

Procedures for Serious Disciplinary Proceedings

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

In *Skelly v. State Personnel Board*, the California Supreme Court held that permanent public employees have a right to certain due process protections prior to any punitive disciplinary action, such as termination, suspension, or demotion. These procedural rights include notice of the proposed materials upon which the action is based and the right to respond, either orally or in writing, to the individual recommending that discipline be imposed. These procedural rights are designed to protect an employee who may be wrongfully disciplined, without necessitating a full evidentiary hearing before the Governing Board. Therefore, CSBA recommends that the Superintendent or designee appoint a Skelly officer to evaluate whether there are reasonable grounds for believing that the employee engaged in the alleged misconduct and whether the proposed discipline is justified.

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

CSBA NOTE: Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any disciplinary action against the employee, including a time period during which the employee may request a Board hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. Districts that refer all ~~serious~~ disciplinary matters to a third-party hearing officer rather than holding Board hearings should revise the remainder of this section accordingly.

Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. (Education Code 45113,
45116)

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

If a timely request is submitted, a hearing shall be conducted by the Board. ~~or~~ or by a third-party hearing officer, in accordance with law. (Education Code 45113, 45312)

CSBA NOTE: ~~Subject to the exception described below,~~ Education Code 45113~~, as amended by AB 2413 (Ch. 913, Statutes of 2022),~~ prohibits a district from suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee who timely requests a hearing pending discipline, unless excepted by law. To the extent Education ~~Code 45113, as amended~~ by AB 2413, conflicts with any collective bargaining agreement the district entered into before January 1, 2023, the new requirements described above would not apply until the expiration or renewal of the agreement. See the section "Employment Status Pending a Disciplinary Hearing" in the accompanying administrative regulation.

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

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

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

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

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

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

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

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to

the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

CSBA NOTE: Pursuant to Education Code 44990, an administrative law judge in a suspension or dismissal hearing is required to preserve the integrity of the truth-finding function by balancing the right of a classified employee against the need to protect a minor witness.

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

Compulsory Leave of Absence

CSBA NOTE: Pursuant to Education Code 44940, 44940.5 and 45304, the district is required to place an employee charged with a "mandatory leave of absence offense" on a compulsory leave of absence; see the accompanying administrative regulation.

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

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

State	Description
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause

Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45116	Notice of disciplinary action
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee ~~charge~~charged with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Gov. Code 12954	Employment discrimination; cannabis use
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal	**Description**
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution, First Amendment	~~Amendment 1:~~ Free exercise, free speech, and establishment clauses

Management Resources	**Description**
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
U.S. Department of Education 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)
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education (https://www.ed.gov/)

Website	CSBA

Cross References

Code	Description
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
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology

4040-E(1)	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves

4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security

4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
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4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
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4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs

4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Exhibit (PDF) 4312.5-E PDF(1): Criminal Record Check

Status: ADOPTED

Original Adopted Date: 07/11/2019

See PDF on the next page.

SAMPLE EMPLOYEE STATEMENT FORM

USE OF CRIMINAL JUSTICE INFORMATION

As an employee/volunteer of San Ysidro School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

*Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)

*Penal Code 11142: Authorized person furnishing to other (misdemeanor)

*Penal Code 11143: Unauthorized person in possession (misdemeanor)

*California Constitution, Article I, Section 1 (Right to Privacy)

* Civil Code 1798.53, Invasion of Privacy

*Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature Date

Printed Name Title

Name of District

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain

these forms.

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
11 CCR 701-708	Criminal offender record information
11 CCR 720-724	Incomplete criminal history information
11 CCR 994-994.15	Certification of individuals who take fingerprint impressions
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332-44332.6	Temporary certificate of clearance
Ed. Code 44346.1	Applicants for credential; conviction of a violent or serious felony
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance offense
Ed. Code 44932	Grounds for dismissal of permanent employees
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45125.5	Automated records check
Ed. Code 45126	Duty of Department of Justice to furnish information
Ed. Code 49024	Activity Supervisor Clearance Certificate
Gov. Code 12954	Employment discrimination; cannabis use
H&S Code 11350	Offenses Involving Controlled Substances Formerly Classified as Narcotics
H&S Code 11377	Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs
Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
Pen. Code 11105.2	Subsequent arrest notification
Pen. Code 11105.3	Record of conviction involving sex crimes, drug crimes or crimes of violence
Pen. Code 11140-11144	Furnishing of state criminal history information
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 1203.4	Dismissal of conviction
Pen. Code 1203.425	Conviction relief
Pen. Code 13300-13305	Local summary criminal history information

Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Management Resources References	**Description**
Court Decision	Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger (1989) 214 Cal. App. 3d 145
Website	CSBA District and County Office of Education Legal Services
Website	Office of the Attorney General, Department of Justice, Background Checks
Website	CSBA

Cross References	**Description**
1240	Volunteer Assistance
1240	Volunteer Assistance
1340	Access To District Records
1340	Access To District Records
2120	Superintendent Recruitment And Selection
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.23	Unauthorized Release Of Confidential/Privileged Information
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches

4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.23	Unauthorized Release Of Confidential/Privileged Information
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4312.6	Personnel Files
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4312.9-E PDF(2)	Employee Notifications
4312.9-E PDF(3)	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.23	Unauthorized Release Of Confidential/Privileged Information
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
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
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9011	Disclosure Of Confidential/Privileged Information

Exhibit 4312.5-E(1): Criminal Record Check **Status:** ADOPTED

Original Adopted Date: 10/01/1997 | **Last Revised Date:** ~~12~~03/01/2014~~2024~~ | **Last Reviewed Date:** ~~12~~03/01/~~2014~~2024

CSBA NOTE: The following is based on the sample Employee Statement Form provided by the California Department of Justice. Such a form must be signed by an employee designated as custodian of records of criminal history information and any other individual granted access to this information by the custodian of records; see the accompanying administrative regulation.

SAMPLE EMPLOYEE STATEMENT FORM USE OF CRIMINAL JUSTICE INFORMATION

As an employee/volunteer of San Ysidro School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government
agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

- Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)
- Penal Code 11142: Authorized person furnishing to other (misdemeanor)
- Penal Code 11143: Unauthorized person in possession (misdemeanor)
- California Constitution, Article I, Section 1 (Right to Privacy)

- Civil Code 1798.53, Invasion of Privacy

- Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature_____Date _____

Printed Name_____Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

Policy Reference UPDATE Service
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Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance ~~offenses~~offense
Ed. Code 44932	Grounds for dismissal of permanent employees
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information

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Ed. Code 45126	Duty of Department of Justice to furnish information
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Gov. Code 12954	Employment discrimination; cannabis use
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Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
Pen. Code 11105.2	Subsequent arrest notification
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Pen. Code 1192.7	Plea bargaining limitation
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Management Resources	Description
Court Decision	Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger, (1989) 214 Cal. App. 3d 145
Website	CSBA District and County Office of Education Legal Services
Website	Office of the Attorney General, Department of Justice, Background Checks
Website	CSBA

Cross References

Code	Description
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1240	Volunteer Assistance
1340	Access To District Records
1340	Access To District Records

3515.3	District Police/Security Department
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3542	School Bus Drivers
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
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4116	Probationary/Permanent Status
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4121	Temporary/Substitute Personnel
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6145	Extracurricular And Cocurricular Activities
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Exhibit (PDF) 4212.5-E PDF(1): Criminal Record Check

Status: ADOPTED

Original Adopted Date: 07/11/2019

See PDF on the next page.

SAMPLE EMPLOYEE STATEMENT FORM

USE OF CRIMINAL JUSTICE INFORMATION

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*Penal Code 11143: Unauthorized person in possession (misdemeanor)

*California Constitution, Article I, Section 1 (Right to Privacy)

* Civil Code 1798.53, Invasion of Privacy

*Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature Date

Printed Name Title

Name of District

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain

these forms.

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Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance offense
Ed. Code 44932	Grounds for dismissal of permanent employees
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45125.5	Automated records check
Ed. Code 45126	Duty of Department of Justice to furnish information
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H&S Code 11350	Offenses Involving Controlled Substances Formerly Classified as Narcotics
H&S Code 11377	Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs
Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
Pen. Code 11105.2	Subsequent arrest notification
Pen. Code 11105.3	Record of conviction involving sex crimes, drug crimes or crimes of violence
Pen. Code 11140-11144	Furnishing of state criminal history information
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 1203.4	Dismissal of conviction
Pen. Code 1203.425	Conviction relief
Pen. Code 13300-13305	Local summary criminal history information

Pen. Code 667.5	Prior prison terms; enhancement of prison terms

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1240	Volunteer Assistance
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1340	Access To District Records
2120	Superintendent Recruitment And Selection
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.23	Unauthorized Release Of Confidential/Privileged Information
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches

4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
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4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.23	Unauthorized Release Of Confidential/Privileged Information
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4312.6	Personnel Files
4312.9	Employee Notifications
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5148	Child Care And Development
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5148.2	Before/After School Programs
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6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
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Exhibit 4212.5-E(1): Criminal Record Check **Status:** ADOPTED

Original Adopted Date: 10/01/1997 | **Last Revised Date:** ~~12~~03/01/2014~~2024~~ | **Last Reviewed Date:** ~~12~~03/01/~~2014~~2024

CSBA NOTE: The following is based on the sample Employee Statement Form provided by the California Department of Justice. Such a form must be signed by an employee designated as custodian of records of criminal history information and any other individual granted access to this information by the custodian of records; see the accompanying administrative regulation.

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- Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)
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- California Constitution, Article I, Section 1 (Right to Privacy)

- Civil Code 1798.53, Invasion of Privacy

- Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature_____Date _____

Printed Name_____Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

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Ed. Code 44011	Controlled substance offense
Ed. Code 44332~~.~~ -44332.6	Temporary certificate of clearance
Ed. Code 44346.1	Applicants for credential; conviction of a violent or serious felony
Ed. Code 44830.1	Criminal record summary certificated employees
Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
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Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information

Ed. Code 45125.5	Automated records check
Ed. Code 45126	Duty of Department of Justice to furnish information
Ed. Code 49024	Activity Supervisor Clearance Certificate
Gov. Code 12954	Employment discrimination; cannabis use
H&S Code 11350	Offenses Involving Controlled Substances Formerly Classified as Narcotics
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Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
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1240	Volunteer Assistance
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3515.3	District Police/Security Department
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3542	School Bus Drivers
3580	District Records
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4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4118	Dismissal/Suspension/Disciplinary Action
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4212.6	Personnel Files
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Exhibit (PDF) 4112.5-E PDF(1): Criminal Record Check

Status: ADOPTED

Original Adopted Date: 07/11/2019

See PDF on the next page.

SAMPLE EMPLOYEE STATEMENT FORM

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5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9011	Disclosure Of Confidential/Privileged Information

Exhibit 4112.5-E(1): Criminal Record Check **Status:** ADOPTED

Original Adopted Date: 10/01/1997 | **Last Revised Date:** ~~12~~03/01/2014~~2024~~ | **Last Reviewed Date:** ~~12~~03/01/~~2014~~2024

CSBA NOTE: The following is based on the sample Employee Statement Form provided by the California Department of Justice. Such a form must be signed by an employee designated as custodian of records of criminal history information and any other individual granted access to this information by the custodian of records; see the accompanying administrative regulation.

SAMPLE EMPLOYEE STATEMENT FORM USE OF CRIMINAL JUSTICE INFORMATION

As an employee/volunteer of San Ysidro School District, you may have access to confidential criminal record information which is controlled by state and federal statutes. Misuse of such information may adversely affect the individual's civil rights and violate constitutional rights of privacy. Penal Code 502 prescribes the penalties relating to computer crimes. Penal Code 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be disseminated. Penal Code 11140-11144 and 13301-13305 prescribe penalties for misuse of criminal history information. Government Code 6200 prescribes felony penalties for misuse of public records. Penal Code 11142 and 13300 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Civil Code 1798.53, Invasion of Privacy, states:

"Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by a state agency or from records within a system of records maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual."

CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES:

- Penal Code 11141: DOJ furnishing to unauthorized person (misdemeanor)
- Penal Code 11142: Authorized person furnishing to other (misdemeanor)
- Penal Code 11143: Unauthorized person in possession (misdemeanor)
- California Constitution, Article I, Section 1 (Right to Privacy)

- Civil Code 1798.53, Invasion of Privacy

- Title 18 USC 641, 1030, 1951, and 1952

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature_____Date _____

Printed Name_____Title _____

Name of District _____

PLEASE NOTE: Do not return this form to the DOJ. Your Custodian of Records should maintain these forms.

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State	Description
11 CCR 701-708	Criminal offender record information
11 CCR 720-724	Incomplete criminal history information
11 CCR 994-994.15	Certification of individuals who take fingerprint impressions
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332~~.~~ -44332.6	Temporary certificate of clearance
Ed. Code 44346.1	Applicants for credential; conviction of a violent or serious felony
Ed. Code 44830.1	Criminal record summary certificated employees
Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance~~ offenses~~offense
Ed. Code 44932	Grounds for dismissal of permanent employees
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information

Ed. Code 45125.5	Automated records check
Ed. Code 45126	Duty of Department of Justice to furnish information
Ed. Code 49024	Activity Supervisor Clearance Certificate
Gov. Code 12954	Employment discrimination; cannabis use
H&S Code 11350	Offenses Involving Controlled Substances Formerly Classified as Narcotics
H&S Code 11377	Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs
Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
Pen. Code 11105.2	Subsequent arrest notification
Pen. Code 11105.3	Record of conviction involving sex crimes, drug crimes, or crimes of violence
Pen. Code 11140-11144	Furnishing of state criminal history information
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 1203.4	Dismissal of conviction
Pen. Code 1203.425	Conviction relief
Pen. Code 13300-13305	Local summary criminal history information
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Management Resources	**Description**
Court Decision	Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger, (1989) 214 Cal. App. 3d 145
Website	CSBA District and County Office of Education Legal Services
Website	Office of the Attorney General, Department of Justice, Background Checks
Website	CSBA

Cross References

Code	**Description**
1240	Volunteer Assistance
1240	Volunteer Assistance
1340	Access To District Records
1340	Access To District Records

3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.23	Unauthorized Release Of Confidential/Privileged Information
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.23	Unauthorized Release Of Confidential/Privileged Information
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches

4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.23	Unauthorized Release Of Confidential/Privileged Information
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
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
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9011	Disclosure Of Confidential/Privileged Information

Regulation 4312.5: Criminal Record Check

Status: ADOPTED

Original Adopted Date: 02/11/2016 | **Last Revised Date:** 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Applicants for Employment

Each person to be employed in a classified position, including temporary, substitute and part-time positions, shall be required to submit fingerprint identification data.

The Superintendent or designee shall ensure that each person to be employed submits fingerprints, processed through the San Diego County Office of Education.

The County Office of Education shall request the Department of Justice to forward one copy of the applicant's fingerprint identification data to the Federal Bureau of Investigation for the purpose of obtaining any record of previous convictions if the applicant. (Education Code 45125)

The Board of Education shall not employ an applicant until the Department of Justice completes its check of the state criminal history files. (Education Code 45125)

The Superintendent or designee shall ensure that no person is hired who has been convicted of a violent or serious felony as listed in Penal Code 667.5(c) or 1192.7(c), unless that person has obtained a certificate of rehabilitation and a pardon. (Education Code 45122.1)

The Superintendent or designee may hire a classified employee without waiting for the disposition of the employee's criminal history files upon a determination that an emergency or exceptional situation exists and that a delay in filling the position would endanger student health or safety. (Education Code 45125)

Subsequent Arrest Notification

The Superintendent or designee shall request subsequent arrest notification from the Department of Justice as provided under Penal Code 11105.2. (Education Code 45125)

Current Employees

Upon notification from the Department of Justice that a current temporary, substitute or probationary classified employee has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay, unless the employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

Upon receipt of written notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall terminate the temporary, substitute or probationary employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits. (Education Code 45122.1)

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Ed. Code 44346.1	Applicants for credential; conviction of a violent or serious felony
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Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance offense
Ed. Code 44932	Grounds for dismissal of permanent employees
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H&S Code 11377	Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs
Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
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Pen. Code 1203.425	Conviction relief
Pen. Code 13300-13305	Local summary criminal history information
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3580	District Records
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4112.2	Certification
4112.2	Certification
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
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6145	Extracurricular And Cocurricular Activities
9011	Disclosure Of Confidential/Privileged Information

Regulation 4312.5: Criminal Record Check

Status: ADOPTED

Original Adopted Date: 10/01/1998 | **Last Revised Date:** ~~12~~03/01/2014~~2024~~ | **Last Reviewed Date:** ~~12~~03/01/~~2014~~2024

CSBA NOTE: Education Code 44830.1, 44836, 45122.1, and 45123 prohibit the district from hiring or retaining in employment, in a certificated or classified position, a person who has been convicted of or pleads no contest to a violent or serious felony, sex offense, or controlled substance offense, as defined. Exceptions specified in law are reflected in ~~items~~Items #1-5 below.

These requirements apply to job applicants, temporary employees, substitute employees, and probationary employees serving before March 15 of their second year. Employees with permanent status may only be suspended or dismissed in accordance with the grounds and procedures specified in BP/AR 4118 - Dismissal/Suspension/Disciplinary Action or BP/AR 4218 - Dismissal/Suspension/Disciplinary Action, as applicable.

However, pursuant to Government Code 12954, the district may not discriminate against a person in hiring, termination, or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace. Additionally, Government Code 12954, as amended by SB 700 (Ch. 408, Statutes of 2023), prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. Certain employees may be subject to stricter laws related to drug testing. Districts with questions about drug testing employees should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment ~~if~~solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. ~~The conviction for~~Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a ~~m~~minor.

2. ~~A person convicted~~Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardo~~n~~.

3. ~~A person who has been convicted~~Convicted of a serious felony, that is not also a violent felony, ~~proves~~and has proven to the sentencing court that ~~he/she has been rehabilitated~~rehabilitation for purposes of school employment has been attained for at least one ~~y~~year.

4. ~~A person who has been convicted~~Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the

Commission on Teacher Credentialing.-

5. ~~A person who has been convicted~~Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the
Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

CSBA NOTE: The following optional paragraph is for use by districts that issue temporary certificates pursuant to Education Code 44332.5 to authorize salary payments while a certificated employee's credential application is being processed. If the issuance of temporary certificates is handled by the county office of education, the following paragraph should be deleted.

~~The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)~~

Pre-Employment Record Check

CSBA NOTE: The following section may be revised to reflect district practice. To fulfill the requirement for a criminal record check through the California Department of Justice (DOJ) and Federal Bureau of Investigation, the applicant ~~must~~is required to submit fingerprints using the electronic Live Scan process. Locations offering the Live Scan service are listed on the DOJ's ~~web site~~website. The DOJ provides the results to the district via email, or by U.S. mail if no email is available.

While the DOJ normally does not provide notice of a conviction for which relief has been granted, pursuant to Penal Code 11105, the Commission on Teacher Credentialing will receive every conviction rendered against an applicant, retroactive to January 1, 2020, regardless of relief granted. However, notwithstanding the above, pursuant to Penal Code 1203.425, information for a conviction for a controlled substance offense listed in Health and Safety Code 11350 or 11377, or former Health and Safety Code 11500 or 11500.5, that is more than five years old, for which relief is granted, is prohibited from being disseminated.

The Superintendent or designee shall require each person to be employed by the district to submit ~~his/her~~ fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide
the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.

2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted ~~his/her~~ fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

CSBA NOTE: Pursuant to Education Code 44830.1 and 45125, the district ~~must~~is required to sign up for "subsequent arrest notification" from the DOJ in accordance with Penal Code 11105.2. Forms available for this purpose are available on DOJ's ~~web site~~website.

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of ~~his/her~~the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of ~~his/her~~the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate ~~that~~the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

CSBA NOTE: To be qualified to obtain Criminal Record Offender Information (CORI) for the purpose of employment decisions, the district ~~must~~ is required to apply to the DOJ for authorization and ~~must~~is required to designate at least one custodian of records who is responsible for the security, storage, dissemination, and destruction of criminal records furnished to the district.

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record

Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related

issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

CSBA NOTE: The DOJ requires every person with access to CORI, including the custodian of records, to complete an Employee Statement Form acknowledging an understanding of the law governing CORI. The custodian of records is required to return ~~his/her own~~such form to the DOJ and to retain any forms completed by other district staff. The Employee Statement Form is reproduced in the accompanying Exhibit.

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging ~~his/her~~an understanding of the laws prohibiting misuse of CORI. ~~I~~n addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other file~~s~~. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

~~CSBA NOTE: SB 1461 (Ch. 54, Statutes of 2014) amended Penal Code 11102.2 to delete the requirement to annually notify DOJ of the district's custodian of records. Pursuant to Penal Code 11102.2, districts are now only required to notify the DOJ when the custodian of records ceases to serve in that capacity.~~

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

CSBA NOTE: The following optional section is for use by any district that has been designated to act on behalf of other school districts within the same county or in contiguous counties to share CORI as authorized by Education Code 44830.2 and 45125.01. Districts that have not entered into an agreement to share such information, or for whom another district or the County Superintendent of Schools has been designated to receive and share the information, should delete this section.

Pursuant to Education Code 45125.01, any district that participates in such an interagency agreement may use this arrangement to conduct criminal background checks for a noncertificated candidate for a paid or volunteer position in a student activity program pursuant to Education Code 49024; see BP/AR 1240 - Volunteer Assistance and BP/AR 4127/4227/4327 - Temporary Athletic Team Coaches.

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

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Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance ~~offenses~~offense
Ed. Code 44932	Grounds for dismissal of permanent employees
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4112.9-E(1)	Employee Notifications
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4118	Dismissal/Suspension/Disciplinary Action
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4121	Temporary/Substitute Personnel
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4200	Classified Personnel
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4212	Appointment And Conditions Of Employment
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5148	Child Care And Development
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5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9011	Disclosure Of Confidential/Privileged Information

Regulation 4212.5: Criminal Record Check

Status: ADOPTED

Original Adopted Date: 02/11/2016 | **Last Revised Date:** 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Applicants for Employment

Each person to be employed in a classified position, including temporary, substitute and part-time positions, shall be required to submit fingerprint identification data.

The Superintendent or designee shall ensure that each person to be employed submits fingerprints, processed through the San Diego County Office of Education.

The County Office of Education shall request the Department of Justice to forward one copy of the applicant's fingerprint identification data to the Federal Bureau of Investigation for the purpose of obtaining any record of previous convictions if the applicant. (Education Code 45125)

The Board of Education shall not employ an applicant until the Department of Justice completes its check of the state criminal history files. (Education Code 45125)

The Superintendent or designee shall ensure that no person is hired who has been convicted of a violent or serious felony as listed in Penal Code 667.5(c) or 1192.7(c), unless that person has obtained a certificate of rehabilitation and a pardon. (Education Code 45122.1)

The Superintendent or designee may hire a classified employee without waiting for the disposition of the employee's criminal history files upon a determination that an emergency or exceptional situation exists and that a delay in filling the position would endanger student health or safety. (Education Code 45125)

Subsequent Arrest Notification

The Superintendent or designee shall request subsequent arrest notification from the Department of Justice as provided under Penal Code 11105.2. (Education Code 45125)

Current Employees

Upon notification from the Department of Justice that a current temporary, substitute or probationary classified employee has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay, unless the employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

Upon receipt of written notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall terminate the temporary, substitute or probationary employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits. (Education Code 45122.1)

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Ed. Code 44010	Sex offense; definitions
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Ed. Code 44346.1	Applicants for credential; conviction of a violent or serious felony
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4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
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Regulation 4212.5: Criminal Record Check **Status:** ADOPTED

Original Adopted Date: 10/01/1998 | **Last Revised Date:** ~~12~~03/01/2014~~2024~~ | **Last Reviewed Date:** ~~12~~03/01/~~2014~~2024

CSBA NOTE: Education Code 44830.1, 44836, 45122.1, and 45123 prohibit the district from hiring or retaining in employment, in a certificated or classified position, a person who has been convicted of or pleads no contest to a violent or serious felony, sex offense, or controlled substance offense, as defined. Exceptions specified in law are reflected in ~~items~~Items #1-5 below.

These requirements apply to job applicants, temporary employees, substitute employees, and probationary employees serving before March 15 of their second year. Employees with permanent status may only be suspended or dismissed in accordance with the grounds and procedures specified in BP/AR 4118 - Dismissal/Suspension/Disciplinary Action or BP/AR 4218 - Dismissal/Suspension/Disciplinary Action, as applicable.

However, pursuant to Government Code 12954, the district may not discriminate against a person in hiring, termination, or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace. Additionally, Government Code 12954, as amended by SB 700 (Ch. 408, Statutes of 2023), prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. Certain employees may be subject to stricter laws related to drug testing. Districts with questions about drug testing employees should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment ~~if~~solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. ~~The conviction for~~Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a ~~m~~minor.

2. ~~A person convicted~~Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardo~~n~~.

3. ~~A person who has been convicted~~Convicted of a serious felony, that is not also a violent felony, ~~proves~~and has proven to the sentencing court that ~~he/she has been rehabilitated~~rehabilitation for purposes of school employment has been attained for at least one ~~y~~year.

4. ~~A person who has been convicted~~Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the

Commission on Teacher Credentialing.-

5. ~~A person who has been convicted~~Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the
Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

CSBA NOTE: The following optional paragraph is for use by districts that issue temporary certificates pursuant to Education Code 44332.5 to authorize salary payments while a certificated employee's credential application is being processed. If the issuance of temporary certificates is handled by the county office of education, the following paragraph should be deleted.

~~The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)~~

Pre-Employment Record Check

CSBA NOTE: The following section may be revised to reflect district practice. To fulfill the requirement for a criminal record check through the California Department of Justice (DOJ) and Federal Bureau of Investigation, the applicant ~~must~~is required to submit fingerprints using the electronic Live Scan process. Locations offering the Live Scan service are listed on the DOJ's ~~web site~~website. The DOJ provides the results to the district via email, or by U.S. mail if no email is available.

While the DOJ normally does not provide notice of a conviction for which relief has been granted, pursuant to Penal Code 11105, the Commission on Teacher Credentialing will receive every conviction rendered against an applicant, retroactive to January 1, 2020, regardless of relief granted. However, notwithstanding the above, pursuant to Penal Code 1203.425, information for a conviction for a controlled substance offense listed in Health and Safety Code 11350 or 11377, or former Health and Safety Code 11500 or 11500.5, that is more than five years old, for which relief is granted, is prohibited from being disseminated.

The Superintendent or designee shall require each person to be employed by the district to submit ~~his/her~~ fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide
the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.

2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted ~~his/her~~ fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

CSBA NOTE: Pursuant to Education Code 44830.1 and 45125, the district ~~must~~is required to sign up for "subsequent arrest notification" from the DOJ in accordance with Penal Code 11105.2. Forms available for this purpose are available on DOJ's ~~web site~~website.

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of ~~his/her~~the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of ~~his/her~~the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate ~~that~~the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

CSBA NOTE: To be qualified to obtain Criminal Record Offender Information (CORI) for the purpose of employment decisions, the district ~~must~~ is required to apply to the DOJ for authorization and ~~must~~is required to designate at least one custodian of records who is responsible for the security, storage, dissemination, and destruction of criminal records furnished to the district.

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record

Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related

issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

CSBA NOTE: The DOJ requires every person with access to CORI, including the custodian of records, to complete an Employee Statement Form acknowledging an understanding of the law governing CORI. The custodian of records is required to return ~~his/her own~~such form to the DOJ and to retain any forms completed by other district staff. The Employee Statement Form is reproduced in the accompanying Exhibit.

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging ~~his/her~~an understanding of the laws prohibiting misuse of CORI. ~~I~~n addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other file~~s~~. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

~~CSBA NOTE: SB 1461 (Ch. 54, Statutes of 2014) amended Penal Code 11102.2 to delete the requirement to annually notify DOJ of the district's custodian of records. Pursuant to Penal Code 11102.2, districts are now only required to notify the DOJ when the custodian of records ceases to serve in that capacity.~~

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

~~Interagency Agreement~~

CSBA NOTE: The following optional section is for use by any district that has been designated to act on behalf of other school districts within the same county or in contiguous counties to share CORI as authorized by Education Code 44830.2 and 45125.01. Districts that have not entered into an agreement to share such information, or for whom another district or the County Superintendent of Schools has been designated to receive and share the information, should delete this section.

Pursuant to Education Code 45125.01, any district that participates in such an interagency agreement may use this arrangement to conduct criminal background checks for a noncertificated candidate for a paid or volunteer position in a student activity program pursuant to Education Code 49024; see BP/AR 1240 - Volunteer Assistance and BP/AR 4127/4227/4327 - Temporary Athletic Team Coaches.

~~Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)~~

~~Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)~~

~~In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)~~

~~The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)~~

~~The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)~~

Policy Reference UPDATE Service
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Court Decision	Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger, (1989) 214 Cal. App. 3d 145
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Cross References

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Regulation 4112.5: Criminal Record Check

Status: ADOPTED

Original Adopted Date: 02/11/2016 | **Last Revised Date:** 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Applicants for Employment

Each person to be employed in a classified position, including temporary, substitute and part-time positions, shall be required to submit fingerprint identification data.

The Superintendent or designee shall ensure that each person to be employed submits fingerprints, processed through the San Diego County Office of Education.

The County Office of Education shall request the Department of Justice to forward one copy of the applicant's fingerprint identification data to the Federal Bureau of Investigation for the purpose of obtaining any record of previous convictions if the applicant. (Education Code 45125)

The Board of Education shall not employ an applicant until the Department of Justice completes its check of the state criminal history files. (Education Code 45125)

The Superintendent or designee shall ensure that no person is hired who has been convicted of a violent or serious felony as listed in Penal Code 667.5(c) or 1192.7(c), unless that person has obtained a certificate of rehabilitation and a pardon. (Education Code 45122.1)

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Upon receipt of written notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall terminate the temporary, substitute or probationary employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon. (Education Code 45122.1)

If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits. (Education Code 45122.1)

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2120	Superintendent Recruitment And Selection
3515.3	District Police/Security Department
3515.3	District Police/Security Department

3542	School Bus Drivers
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.23	Unauthorized Release Of Confidential/Privileged Information
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.23	Unauthorized Release Of Confidential/Privileged Information
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4312.6	Personnel Files
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4312.9-E PDF(2)	Employee Notifications
4312.9-E PDF(3)	Employee Notifications
4312.9-E(1)	Employee Notifications

4319.23	Unauthorized Release Of Confidential/Privileged Information
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
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
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9011	Disclosure Of Confidential/Privileged Information

Regulation 4112.5: Criminal Record Check **Status:** ADOPTED

Original Adopted Date: 10/01/1998 | **Last Revised Date:** ~~12~~03/01/2014~~2024~~ | **Last Reviewed Date:** ~~12~~03/01/~~2014~~2024

CSBA NOTE: Education Code 44830.1, 44836, 45122.1, and 45123 prohibit the district from hiring or retaining in employment, in a certificated or classified position, a person who has been convicted of or pleads no contest to a violent or serious felony, sex offense, or controlled substance offense, as defined. Exceptions specified in law are reflected in ~~items~~Items #1-5 below.

These requirements apply to job applicants, temporary employees, substitute employees, and probationary employees serving before March 15 of their second year. Employees with permanent status may only be suspended or dismissed in accordance with the grounds and procedures specified in BP/AR 4118 - Dismissal/Suspension/Disciplinary Action or BP/AR 4218 - Dismissal/Suspension/Disciplinary Action, as applicable.

However, pursuant to Government Code 12954, the district may not discriminate against a person in hiring, termination, or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace. Additionally, Government Code 12954, as amended by SB 700 (Ch. 408, Statutes of 2023), prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. Certain employees may be subject to stricter laws related to drug testing. Districts with questions about drug testing employees should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment ~~if~~solely on the basis that the person has been: (Education Code 44830.1, 44836, 45122.1, 45123)

1. ~~The conviction for~~Convicted of a violent or serious felony, controlled substance offense, or sex offense, and the conviction is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a ~~m~~minor.

2. ~~A person convicted~~Convicted of a violent or serious felony and has obtained a certificate of rehabilitation or a pardo~~n~~.

3. ~~A person who has been convicted~~Convicted of a serious felony, that is not also a violent felony, ~~proves~~and has proven to the sentencing court that ~~he/she has been rehabilitated~~rehabilitation for purposes of school employment has been attained for at least one ~~y~~year.

4. ~~A person who has been convicted~~Convicted of a controlled substance offense and is applying for or is employed in a certificated position and has a credential issued by the

Commission on Teacher Credentialing.-

5. ~~A person who has been convicted~~Convicted of a controlled substance offense and is applying for or is employed in a classified position and has been determined by the
Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

CSBA NOTE: The following optional paragraph is for use by districts that issue temporary certificates pursuant to Education Code 44332.5 to authorize salary payments while a certificated employee's credential application is being processed. If the issuance of temporary certificates is handled by the county office of education, the following paragraph should be deleted.

~~The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)~~

Pre-Employment Record Check

CSBA NOTE: The following section may be revised to reflect district practice. To fulfill the requirement for a criminal record check through the California Department of Justice (DOJ) and Federal Bureau of Investigation, the applicant ~~must~~is required to submit fingerprints using the electronic Live Scan process. Locations offering the Live Scan service are listed on the DOJ's ~~web site~~website. The DOJ provides the results to the district via email, or by U.S. mail if no email is available.

While the DOJ normally does not provide notice of a conviction for which relief has been granted, pursuant to Penal Code 11105, the Commission on Teacher Credentialing will receive every conviction rendered against an applicant, retroactive to January 1, 2020, regardless of relief granted. However, notwithstanding the above, pursuant to Penal Code 1203.425, information for a conviction for a controlled substance offense listed in Health and Safety Code 11350 or 11377, or former Health and Safety Code 11500 or 11500.5, that is more than five years old, for which relief is granted, is prohibited from being disseminated.

The Superintendent or designee shall require each person to be employed by the district to submit ~~his/her~~ fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide
the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding

the application for employment.

2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim

was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted ~~his/her~~ fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

Subsequent Arrest Notification

CSBA NOTE: Pursuant to Education Code 44830.1 and 45125, the district ~~must~~is required to sign up for "subsequent arrest notification" from the DOJ in accordance with Penal Code 11105.2. Forms available for this purpose are available on DOJ's ~~web site~~website.

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of ~~his/her~~the employee's second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of ~~his/her~~the employee's second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate ~~that~~the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

CSBA NOTE: To be qualified to obtain Criminal Record Offender Information (CORI) for the purpose of employment decisions, the district ~~must~~ is required to apply to the DOJ for authorization and ~~must~~is required to designate at least one custodian of records who is responsible for the security, storage, dissemination, and destruction of criminal records furnished to the district.

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

CSBA NOTE: The DOJ requires every person with access to CORI, including the custodian of records, to complete an Employee Statement Form acknowledging an understanding of the law governing CORI. The custodian of records is required to return ~~his/her own~~such form to the DOJ and to retain any forms completed by other district staff. The Employee Statement Form is reproduced in the accompanying Exhibit.

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging ~~his/her~~an understanding of the laws prohibiting misuse of CORI. ~~I~~n addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files~~.~~ CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

~~CSBA NOTE: SB 1461 (Ch. 54, Statutes of 2014) amended Penal Code 11102.2 to delete the requirement to annually notify DOJ of the district's custodian of records. Pursuant to Penal Code 11102.2, districts are now only required to notify the DOJ when the custodian of records ceases to serve in that capacity.~~

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

~~**Interagency Agreement**~~

CSBA NOTE: The following optional section is for use by any district that has been designated to act on behalf of other school districts within the same county or in contiguous counties to share CORI as authorized by Education Code 44830.2 and 45125.01. Districts that have not entered into an agreement to share such information, or for whom another district or the County Superintendent of Schools has been designated to receive and share the information, should delete this section.

Pursuant to Education Code 45125.01, any district that participates in such an interagency agreement may use this arrangement to conduct criminal background checks for a noncertificated candidate for a paid or volunteer position in a student activity program pursuant to Education Code 49024; see BP/AR 1240 - Volunteer Assistance and BP/AR 4127/4227/4327 - Temporary Athletic Team Coaches.

~~Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)~~

~~Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)~~

~~In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest~~

~~for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)~~

~~The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)~~

~~The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)~~

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
11 CCR 701-708	Criminal offender record information
11 CCR 720-724	Incomplete criminal history information
11 CCR 994-994.15	Certification of individuals who take fingerprint impressions
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332~~.~~ -44332.6	Temporary certificate of clearance
Ed. Code 44346.1	Applicants for credential; conviction of a violent or serious felony
Ed. Code 44830.1	Criminal record summary certificated employees
Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
Ed. Code 44836	Employment of certificated persons convicted of sex offense or controlled substance ~~offenses~~offense
Ed. Code 44932	Grounds for dismissal of permanent employees
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45125.5	Automated records check
Ed. Code 45126	Duty of Department of Justice to furnish information

Ed. Code 49024	Activity Supervisor Clearance Certificate
Gov. Code 12954	Employment discrimination; cannabis use
H&S Code 11350	Offenses Involving Controlled Substances Formerly Classified as Narcotics
H&S Code 11377	Offenses Involving Controlled Substances Formerly Classified as Restricted Dangerous Drugs
Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
Pen. Code 11105.2	Subsequent arrest notification
Pen. Code 11105.3	Record of conviction involving sex crimes, drug crimes, or crimes of violence
Pen. Code 11140-11144	Furnishing of state criminal history information
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 1203.4	Dismissal of conviction
Pen. Code 1203.425	Conviction relief
Pen. Code 13300-13305	Local summary criminal history information
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Management Resources	**Description**
Court Decision	Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger, (1989) 214 Cal. App. 3d 145
Website	CSBA District and County Office of Education Legal Services
Website	Office of the Attorney General, Department of Justice, Background Checks
Website	CSBA

Cross References

Code	**Description**
1240	Volunteer Assistance
1240	Volunteer Assistance
1340	Access To District Records
1340	Access To District Records
2120	Superintendent Recruitment And Selection
3515.3	District Police/Security Department

3542	School Bus Drivers
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.23	Unauthorized Release Of Confidential/Privileged Information
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.23	Unauthorized Release Of Confidential/Privileged Information
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4312.6	Personnel Files
4312.9	Employee Notifications

4319.23	Unauthorized Release Of Confidential/Privileged Information
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
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
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
9011	Disclosure Of Confidential/Privileged Information

Policy 4311: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Reviewed Date:** 07/11/2019

The Board of Education is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she shall also disseminate job announcements to ensure a wide range of candidates.

The district's selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations when appropriate, as necessary to identify the best possible candidate for a position.

The Superintendent or designee may establish an interview committee to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance with law.

No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws.

The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

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 200-262.4	Prohibition of discrimination
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44259	Teaching credential, exception; designated subjects; minimum requirements
Ed. Code 44750	Teacher recruitment resource center
Ed. Code 44830-44831	Employment of certificated persons
Ed. Code 44858	Age or marital status in certificated positions
Ed. Code 44859	Prohibition against certain rules and regulations regarding residency
Ed. Code 45103-45139	Employment; classified employees
Ed. Code 49406	Examination for tuberculosis
Gov. Code 12900-12996	Fair Employment and Housing Act

Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information

Federal References	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
5 USC 552	Freedom of Information Act
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices

Management Resources References	**Description**
CA Commission on Teacher Credentialing Publication	Strategic Plan: Ensuring Educator Excellence, 2023
California County Superintendents Publication	Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017
California Department of Education Publication	How to Increase the Diversity of California's Educator Workforce, April 2022
Court Decision	C.A. v William S. Hart Union High School District et al. (2012) 138 Cal.Rptr.3d 1
Ctr for Cities + Schools, cityLAB & Terner Ctr Pub	Education Workforce Housing in California: Developing the 21st Century Campus, 2021
Ctr for Cities + Schools, cityLAB & Terner Ctr Pub	Education Workforce Housing in California: The Handbook
Website	University of California Los Angeles, cityLAB
Website	University of California Berkeley, Terner Center for Housing Innovation
Website	University of California Berkeley, Center for Cities + Schools
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	Education Job Opportunities Information Network
Website	Teach USA
Website	California County Superintendents
Website	California Civil Rights Department
Website	U.S. Department of Education
Website	U.S. Equal Employment Opportunity Commission
Website	California Department of Education

Cross References	**Description**
0000	Vision
0200	Goals For The School District

0410	Nondiscrimination In District Programs And Activities
2230	Representative And Deliberative Groups
3542	School Bus Drivers
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4100	Certificated Personnel
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.23	Special Education Staff
4112.8	Employment Of Relatives
4113	Assignment
4113	Assignment
4200	Classified Personnel
4200	Classified Personnel
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212	Appointment And Conditions Of Employment
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.1	Contracts
4331	Staff Development
6171	Title I Programs
6171	Title I Programs
9000	Role Of The Board

Policy 4311: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: 07/01/2012 | **Last Revised Date:** 03/01/20182024 | **Last Reviewed Date:** 03/01/~~2018~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice and ~~related~~should be aligned with relevant collective bargaining agreement provisions~~of collective bargaining agreements.~~

~~The~~Additionally, the Governing Board should ensure that district hiring procedures are~~designed to avoid liability for negligent hiring.~~aligned with law, Board policy, and collective bargaining agreements. In *C.A. v. William S. Hart Union High School District*, the California Supreme Court held that a district can be held vicariously liable for the negligence of its administrators and supervisors in the hiring, retention, and supervision of a counselor who sexually harassed and/or abused a student.

The following paragraph reflects concepts from the California Department of Education's (CDE) publication, "How to Increase the Diversity of California's Educator Workforce," and the California Commission on Teacher Credentialing's (CTC) publication, "Strategic Plan: Ensuring Educator Excellence," related to the benefits students receive when staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. ~~He/she~~ The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

CSBA NOTE: Pursuant to Labor Code 432.3, an employer with 15 or more employees is required to include the pay scale for a position in any job posting.

~~The district's selection procedures~~ When posting an employment opportunity, the Superintendent or designee shall include~~screening processes, interviews, recommendations from previous employers,~~the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and~~observations when~~maintain appropriate~~, as necessary~~ hiring procedures to identify the best possible~~candidate~~candidates for a position.

~~The Superintendent or designee may establish~~ In doing so, an interview committee may be

established to rank candidates and recommend finalists. During job interviews, applicants may be

asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential ~~in accordance with law.~~

~~No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws~~and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

CSBA NOTE: Pursuant to Government Code 12954, the district may not discriminate against a person in hiring based on the person's use of cannabis when off the job or away from the workplace. Additionally, Government Code 12954, as amended by SB 700 (Ch. 408, Statutes of 2023), prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. However, Government Code 12954 does not interfere with the district's right to maintain drug-free schools or to prohibit employees from possessing, being impaired by, or using cannabis while at work. Government Code 12954 does not preempt state or federal laws requiring applicants to be tested for controlled substances as a condition of employment or to applicants in the building and construction trades or for positions requiring a federal background investigation. The district may utilize drug screenings that do not rely on nonpsychoactive cannabis metabolite results. Districts with questions about applicant cannabis use or screening should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

CSBA NOTE: Labor Code 432.3, ~~as added by AB 168 (Ch. 688, Statutes of 2017),~~ prohibits districts from seeking a job applicant's salary history information and from relying on salary history as a factor in determining whether to offer employment to an applicant or the salary to offer. However, if the applicant discloses salary history information voluntarily and without prompting, the district is not prohibited from considering or relying on such information in determining the salary for that applicant. Labor Code 432.3 is not applicable to salary history information that is disclosable pursuant to the California Public Records Act (Government Code 7920.000 - 7930.170) or the Freedom of Information Act (5 USC 552).

The Superintendent or designee shall not inquire, orally or in writing, ~~in regard to~~about an applicant's salary history information, including compensation and benefits. ~~He/she~~Additionally, the Superintendent or designee shall ~~also~~ not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. ~~Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying.~~ (Labor Code 432.3)

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

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

CSBA NOTE: ~~The~~Consistent with any applicable collective bargaining agreements, the district may offer incentives (e.g., signing bonuses, assistance with beginning teacher induction costs, assistance with the process of obtaining a clear credential including covering credential costs, a mentoring program, additional compensation, and/or subsidized housing) to recruit teachers, administrators, or other employees in accordance with district needs.

~~AB 99~~SB 114 (Ch. ~~15~~48, Statutes of ~~2017~~2023) establishes the ~~California Educator Development (CalED) grant program~~Diverse Education Leaders Pipeline Initiative to ~~assist districts with attracting~~train, place, and ~~supporting the preparation~~retain culturally responsive school administrators to improve student outcomes and ~~continued learning~~meet the needs of ~~teachers, principals, and other school leaders~~California's education workforce.

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The following optional section may be revised to reflect local incentive programs.

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

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Ed. Code 45103-45139	Employment (; classified employees)
Ed. Code 49406	Examination for tuberculosis
Gov. Code 12900-12996	Fair Employment and Housing Act
~~Gov. Code 12940-12957~~	~~Discrimination prohibited; unlawful practices~~
Gov. Code 7920.000-7930.~~170~~215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
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42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
5 USC 552	Freedom of Information Act
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices

Management Resources	**Description**
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California Department of Education Publication	How to Increase the Diversity of California's Educator Workforce, April 2022 (https://www.cde.ca.gov/pd/ee/documents/dtwcouncilreportapril22.pdf)
California Commission on Teacher Credentialing Publication	Strategic Plan: Ensuring Educator Excellence, 2023 (https://www.ctc.ca.gov/docs/default-source/commission/files/ctc-strategic-plan.pdf?sfvrsn=baef20b1_12)
Center for Cities + Schools, cityLAB, and Terner Center for Housing Innovation Publication	Education Workforce Housing Handbook, 2022 (https://citylab.ucla.edu/education-workforce-housing-research-report)

Center for Cities + Schools, cityLAB, and Terner Center for Housing Innovation Publication	Education Workforce Housing in California: Developing the 21st Century Campus, 2021 (https://citylab.ucla.edu/education-workforce-housing-research-report)
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Website	CSBA District and County Office of Education Legal Services
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Website	Commission on Teacher Credentialing
Website	Education Job Opportunities Information Network
Website	Teach USA
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Website	California Civil Rights Department
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Website	U.S. Equal Employment Opportunity Commission
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Website	University of California Berkeley, Terner Center for Housing Innovation (https://ternercenter.berkeley.edu/)
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Cross References

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4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4100	Certificated Personnel
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement

4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.23	Special Education Staff
4112.61	Employment References
4112.8	Employment Of Relatives
4113	Assignment
4113	Assignment
4117.14	Postretirement Employment
4200	Classified Personnel
4200	Classified Personnel
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212	Appointment And Conditions Of Employment
4212.61	Employment References
4212.8	Employment Of Relatives
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.1	Contracts
4312.61	Employment References
4312.8	Employment Of Relatives
4317.14	Postretirement Employment
4331	Staff Development
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6171	Title I Programs
6171	Title I Programs

Policy 4211: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she shall also disseminate job announcements to ensure a wide range of candidates.

The district's selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations when appropriate, as necessary to identify the best possible candidate for a position.

The Superintendent or designee may establish an interview committee to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance with law.

No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws.

The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

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Ed. Code 49406	Examination for tuberculosis
Gov. Code 12900-12996	Fair Employment and Housing Act

Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 815.2	Liability of public entities and public employees
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Lab. Code 432.3	Salary information

Federal References	**Description**
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42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
5 USC 552	Freedom of Information Act
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8 USC 1324b	Unfair immigration related employment practices

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Court Decision	C.A. v William S. Hart Union High School District et al. (2012) 138 Cal.Rptr.3d 1
Ctr for Cities + Schools, cityLAB & Terner Ctr Pub	Education Workforce Housing in California: Developing the 21st Century Campus, 2021
Ctr for Cities + Schools, cityLAB & Terner Ctr Pub	Education Workforce Housing in California: The Handbook
Website	University of California Los Angeles, cityLAB
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4311.2	Legal Status Requirement
4312.1	Contracts
4331	Staff Development
6171	Title I Programs
6171	Title I Programs
9000	Role Of The Board

Policy 4211: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: 07/01/2012 | **Last Revised Date:** 03/01/20182024 | **Last Reviewed Date:** 03/01/~~2018~~2024

CSBA NOTE: The following optional policy may be revised to reflect district practice and ~~related~~should be aligned with relevant collective bargaining agreement provisions~~of collective bargaining agreements.~~

~~The~~Additionally, the Governing Board should ensure that district hiring procedures are~~designed to avoid liability for negligent hiring.~~aligned with law, Board policy, and collective bargaining agreements. In *C.A. v. William S. Hart Union High School District*, the California Supreme Court held that a district can be held vicariously liable for the negligence of its administrators and supervisors in the hiring, retention, and supervision of a counselor who sexually harassed and/or abused a student.

The following paragraph reflects concepts from the California Department of Education's (CDE) publication, "How to Increase the Diversity of California's Educator Workforce," and the California Commission on Teacher Credentialing's (CTC) publication, "Strategic Plan: Ensuring Educator Excellence," related to the benefits students receive when staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. ~~He/she~~ The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

CSBA NOTE: Pursuant to Labor Code 432.3, an employer with 15 or more employees is required to include the pay scale for a position in any job posting.

~~The district's selection procedures~~ When posting an employment opportunity, the Superintendent or designee shall include~~screening processes, interviews, recommendations from previous employers,~~the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and~~observations when~~maintain appropriate~~, as necessary~~ hiring procedures to identify the best possible~~candidate~~candidates for a position.

~~The Superintendent or designee may establish~~ In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential~~ in accordance with law.~~

~~No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws~~and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

CSBA NOTE: Pursuant to Government Code 12954, the district may not discriminate against a person in hiring based on the person's use of cannabis when off the job or away from the workplace. Additionally, Government Code 12954, as amended by SB 700 (Ch. 408, Statutes of 2023), prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. However, Government Code 12954 does not interfere with the district's right to maintain drug-free schools or to prohibit employees from possessing, being impaired by, or using cannabis while at work. Government Code 12954 does not preempt state or federal laws requiring applicants to be tested for controlled substances as a condition of employment or to applicants in the building and construction trades or for positions requiring a federal background investigation. The district may utilize drug screenings that do not rely on nonpsychoactive cannabis metabolite results. Districts with questions about applicant cannabis use or screening should consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

CSBA NOTE: Labor Code 432.3, as added by AB 168~~ (Ch. 688, Statutes of 2017),~~ prohibits districts from seeking a job applicant's salary history information and from relying on salary history as a factor in determining whether to offer employment to an applicant or the salary to offer. However, if the applicant discloses salary history information voluntarily and without prompting, the district is not prohibited from considering or relying on such information in determining the salary for that applicant. Labor Code 432.3 is not applicable to salary history information that is disclosable ~~pursuant to the California Public Records Act (Government Code 7920.000 - 7930.170) or the~~ Freedom of Information Act (5 USC 552).

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Incentives

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9000	Role Of The Board

Policy 4111: Recruitment And Selection

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Reviewed Date:** 07/11/2019

The Board of Education is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

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H&S Code 53570-53574	Teacher Housing Act of 2016
Lab. Code 432.3	Salary information

Federal References	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
34 CFR 106.51-106.61	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
5 USC 552	Freedom of Information Act
8 USC 1324a	Unlawful employment of aliens
8 USC 1324b	Unfair immigration related employment practices

Management Resources References	**Description**
CA Commission on Teacher Credentialing Publication	Strategic Plan: Ensuring Educator Excellence, 2023
California County Superintendents Publication	Teacher Recruitment in California: An Analysis of Effective Strategies, Research Brief, Veritas Research and Evaluation Group, October 2017
California Department of Education Publication	How to Increase the Diversity of California's Educator Workforce, April 2022
Court Decision	C.A. v William S. Hart Union High School District et al. (2012) 138 Cal.Rptr.3d 1
Ctr for Cities + Schools, cityLAB & Terner Ctr Pub	Education Workforce Housing in California: Developing the 21st Century Campus, 2021
Ctr for Cities + Schools, cityLAB & Terner Ctr Pub	Education Workforce Housing in California: The Handbook
Website	University of California Los Angeles, cityLAB
Website	University of California Berkeley, Terner Center for Housing Innovation
Website	University of California Berkeley, Center for Cities + Schools
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	Education Job Opportunities Information Network
Website	Teach USA
Website	California County Superintendents
Website	California Civil Rights Department
Website	U.S. Department of Education
Website	U.S. Equal Employment Opportunity Commission
Website	California Department of Education

Cross References	**Description**
0000	Vision
0200	Goals For The School District

0410	Nondiscrimination In District Programs And Activities
2230	Representative And Deliberative Groups
3542	School Bus Drivers
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4100	Certificated Personnel
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.2	Certification
4112.2	Certification
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.23	Special Education Staff
4112.8	Employment Of Relatives
4113	Assignment
4113	Assignment
4200	Classified Personnel
4200	Classified Personnel
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212	Appointment And Conditions Of Employment
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.1	Contracts
4331	Staff Development
6171	Title I Programs
6171	Title I Programs
9000	Role Of The Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Russell Little, Assistant Superintendent of Educational Leadership and Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 5000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has an agreement with the California School Boards Association (CSBA) to maintain its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for developing and complying with their board policies. They are also responsible for adopting and revising policies in accordance 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/Administrative Regulation 5126 - Awards for Achievement
- Board Policy 5141.21 - Administering Medication and Monitoring Health Conditions
- Board Policy/Administrative Regulation 5144 - Discipline

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 5000 series: Board Policy/Administrative Regulation 5126 - Awards for Achievement, Board Policy 5141.21 - Administering Medication and Monitoring Health Conditions and Board Policy/Administrative Regulation 5144 - Discipline.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

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

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

5000 SERIES

Board Policy 5126 - Awards for Achievement

Policy updated to add that a budget be established for the purpose of student awards, and that no fee or other cost be charged to any student in relation to any requirements in qualifying for or receiving any district achievement awards. Additionally, policy updated to separate out the State Seal of Biliteracy material from district established awards for biliteracy, and to clarify that the Governing Board may prohibit the district committee which administers the district's scholarship and loan fund from accepting any donation under conditions it finds incompatible with the fund's intents and purposes as specified in Board Policy 3290 - Gifts, Grants and Requests.

Administrative Regulation 5126 - Awards for Achievement

Regulation updated to reflect **NEW LAW (AB 370, 2023)** which revises the criteria needed to be met for a student to be awarded the State Seal of Biliteracy, and to clarify the eligibility requirements for an English learner to be eligible for the State Seal of Biliteracy.

Board Policy 5141.21 - Administering Medication and Monitoring Health Conditions

Policy updated to reflect **NEW LAW (AB 1283, 2023)** which authorizes districts to provide emergency stock albuterol inhalers to school nurses or trained personnel who have volunteered, who may use the inhaler to provide emergency medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress, and **NEW LAW (AB 1722, 2023)** which authorizes districts to hire a licensed vocational nurse following Governing Board approval that a diligent search was conducted for a credentialed school nurse.

Board Policy 5144 - Discipline

Policy updated to reflect **NEW LAW (SB 291, 2023)** which, beginning with the 2024-25 school year, prohibits a school staff member from denying a student's recess unless the student's participation poses an immediate threat to the physical safety of the student or one or more of the student's peers. Additionally, policy updated to clarify that the Governing Board may, but is not required, to review approved discipline rules for consistency with Board policy and state law. In addition, policy updated to include interventions and supports to students as a priority in determining appropriate discipline.

Administrative Regulation 5144 - Discipline

Regulation updated to clarify that "junior high" and "high school students" are interpreted to mean students in grades 7-12, which affects the list of representatives for the development of site-level disciplinary rules, and that supervised suspension is one of the means of discipline that may be used when other means of correction have failed to bring about proper conduct. Additionally, regulation updated to reflect **NEW LAW (SB 10, 2023)** which expresses the legislative intent that districts use alternatives to a referral of a student to a law enforcement agency in response to an incident involving the student's misuse of an opioid to the extent that the alternative is not in conflict with any other law requiring a referral, and that a multi-tiered system of supports may be utilized, **NEW LAW (AB 1165, 2023)** which encourages districts 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, and the victim, to engage in a restorative justice practice suitable to address the needs of both of the students, engage the perpetrator in a culturally sensitive program, 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, and **NEW LAW (SB 291, 2023)** which, beginning with the 2024-25 school year, prohibits a school staff member from denying a student's recess unless the student's participation poses an immediate threat to the physical safety of the student or one or more of the student's peers.

Policy 5126: Awards For Achievement **Status:** ADOPTED

Original Adopted Date: 03/01/2009 | **Last Revised Date:** ~~12~~03/01/~~2020~~2024 | **Last Reviewed Date:** ~~12~~03/01/~~2020~~2024

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, artistic, extracurricular, athletic, and community service activities.

CSBA NOTE: Generally, state law requires that the educational program be made available to all students, regardless of their socioeconomic background. For example, Education Code 51455 and 51464, prohibit districts from charging students a fee or other cost in relation to any requirements in qualifying for or receiving the Golden State Seal Merit Diploma or the State Seal of Biliteracy.
Additionally, Education Code 51007 requires that all students enrolled in the state's public elementary and secondary schools, regardless of their socioeconomic background, have equitable access to educational programs designed to strengthen technological skills. The following paragraph reflects the intent of these laws. For more information regarding the promotion of equity in district programs and activities, see BP 0415 – Equity.
No fee or other cost shall be charged to any student in relation to any requirements in qualifying for or receiving any district achievement awards.

District/School Awards

CSBA NOTE: Education Code 44015 authorizes the Governing Board to give district-level awards to students for "excellence" and mandates that the district adopt rules and regulations implementing any such awards program. See the accompanying administrative regulation for language implementing this mandate.

Pursuant to Education Code 44015, when such an awards program is established in a district, the Board ~~must~~is required to budget funds for this purpose, but may authorize awards from funds under its control regardless of whether ~~or not~~ budgeted funds have been provided or the budgeted funds are exhausted.

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or monetary gift. The Board shall establish a budget for this purpose. (Education Code 44015)

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

CSBA NOTE: The following optional section is for use by districts that maintain high schools. Education Code 51450-51455 establish the Golden State Seal Merit Diploma which may be awarded by the Superintendent of Public Instruction (SPI) and the State Board of Education to students identified as demonstrating mastery of the high school core curriculum. See the accompanying administrative regulation for eligibility criteria.

At graduation from high school, students whose academic achievements in core curriculum

areas have been outstanding shall receive special recognition.

The Superintendent or designee shall identify graduating high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

State Seal of Biliteracy

CSBA NOTE: The following optional section is for use by districts maintaining one or more high schools. Education Code 51460-51464 establish the State Seal of Biliteracy, a voluntary program which recognizes high school graduates who have attained a high level of proficiency in one or more languages in addition to English. The SPI ~~will provide~~has created an insignia ~~that can~~to be affixed to the diploma or transcript of eligible students. which can be obtained by completing a State Seal of Biliteracy insignia request form, available on the California Department of Education's (CDE) website. See the accompanying administrative regulation for eligibility criteria for the award. ~~Districts that choose to adopt their own criteria and present a district-level biliteracy award may revise the following paragraph accordingly.~~

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English~~.~~, as specified in the accompanying administrative regulation. (Education Code 51460-514~~6~~4)).

District Awards for Biliteracy

CSBA NOTE: The following optional paragraph is for use by districts that choose to present awards for biliteracy ~~awards~~ at other grade levels, and should be revised to reflect district practice.
Californians Together, a statewide coalition working to enhance the success of English learners, recommends issuing local "pathway awards" recognizing benchmarks toward biliteracy at preschool, grade 3, end of elementary school, end of middle school, and when a student who is an English learner is reclassified as fluent English proficient.

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English. The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the student's native language.

State Seal of Civic Engagement

CSBA NOTE: The following optional section is for use by districts that recognize students who have demonstrated excellence in civics education and participation and an understanding of the
U.S. Constitution, the California Constitution, and the democratic system of government. Education Code 51470-~~51474~~51475 establish the State Seal of Civic Engagement, a voluntary program which encourages and creates pathways for students in elementary and secondary schools to become civically engaged in democratic governmental institutions at the local, state, and national levels.

The SPI ~~will provide~~has created an insignia ~~that can~~to be affixed to the diploma or transcript of eligible students. which can be obtained by completing a State Seal of Civic Engagement insignia request form, available on CDE's website. See the accompanying administrative regulation for eligibility criteria for the award.

Education Code 51475 established the California Serves program which provides grants to eligible districts with the goal of expanding access for students to obtain a State Seal of Civic Engagement through service learning.

The Superintendent or designee shall present the State Seal of Civic Engagement to each 11th or 12th grade student who demonstrates excellence in civics education and participation and has demonstrated an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. (Education Code 51470~~-51474~~51475)

CSBA NOTE: The following paragraph reflects information on ~~the California Department of Education's web site~~CDE's website emphasizing that the criteria are written to ensure that no student is excluded from the opportunity to earn the State Seal of Civic Engagement based on academic ability, alternative school settings, or unique or unconventional expressions of civic engagement.

All district students shall be afforded the opportunity to earn the State Seal of Civic Engagement, regardless of their background, communities, or experiences. No student shall be denied such opportunity based on academic ability, alternative school setting, or unique or unconventional expression of civic engagement.

Scholarship and Loan Fund

CSBA NOTE: The following section is for use by districts that choose to establish and maintain a scholarship and loan fund pursuant to Education Code 35310-35319. If the district chooses to establish such a fund, it should revise the following paragraph to reflect only those purposes for which it wishes to make funds available.

The Board shall establish and maintain a scholarship and loan fund which shall be used to provide interest-free loans for educational advancement, scholarship, and/or grants-in-aid to bona fide organizations, students, or graduates of district schools. (Education Code 35310, 35315)

CSBA NOTE: If the district establishes a committee to administer the scholarship and loan fund, or if the number of Board members who serve on the committee constitutes a majority of the Board, the committee is required to comply with open meeting laws pursuant to Government Code 54950-54963 (the Brown Act). See AR 1220 - Citizen Advisory Committees and BB 9130 - Board Committees.

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

CSBA NOTE: If the district chooses to establish and maintain a scholarship and loan fund, it is mandated pursuant to Education Code 35310 to develop rules and regulations specifying the term of office and method of selection of the community, faculty, administrative, and student representative members of the committee appointed to administer the fund. The following paragraph may be revised to reflect district practice.

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the Superintendent. Members of this committee shall serve two-year terms.

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may

prohibit the committee from accepting any donation under conditions it finds incompatible with the

fund's intents and purposes. as specified in Board Policy 3290 – Gifts, Grants and Requests. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

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 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 1632	Alternative credits toward graduation for foreign language instruction in private school
5 CCR 876	Golden State Seal Merit Diploma
Ed. Code 220	Prohibition of discrimination
Ed. Code 35160	Authority of governing boards
Ed. Code 35310-35319	Scholarship and loan funds
Ed. Code 44015	Awards to employees and students
Ed. Code 51007	Equitable access to programs designed to strengthen technological skills
Ed. Code 51243-51245	Credit for private school foreign language instruction
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51460-51464	State Seal of Biliteracy
Ed. Code 51470-~~51474~~51475	State Seal of Civic Engagement
Ed. Code 52164.1	Assessment of English language skills of English learners
Gov. Code 54950-54963	The Ralph M. Brown Act

Management Resources	Description
California Department of Education Publication	SSCE Implementation Guidance
California Department of Education Publication	State Seal of Biliteracy FAQs
Website	CSBA District and County Office of Education Legal Services
Website	Californians Together
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
1150	Commendations And Awards
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1260	Educational Foundation
3290	Gifts, Grants And Bequests
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
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
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5137	Positive School Climate
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.4	Service Learning/Community Service Classes

6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6174	Education For English Learners
6174	Education For English Learners
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
9140	Board Representatives

Regulation 5144: Discipline

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 06/22/2023 **| Last Reviewed Date:** 06/22/2023

Site-Level Rules

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any
5. For junior high and high schools, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, the student, and the student's parents/guardians
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling
3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians
4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan
5. Enrollment in a program for teaching prosocial behavior or anger management
6. Participation in a restorative justice program
7. A positive behavior support approach with tiered interventions that occur during the school day on campus
8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

11. Recess restriction as provided in the section below entitled "Recess Restriction"

12. Detention after school hours as provided in the section below entitled "Detention After School"

13. Community service as provided in the section below entitled "Community Service"

14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

15. Reassignment to an alternative educational environment

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 plan. (U.S.C. 1412(a)(3))

Recess Restriction

Teachers may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.

2. The student shall remain under a certificated employee's supervision during the period of restriction.

3. The student's teacher shall inform the principal of any recess restrictions imposed.

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

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
5 CCR 307	Participation in school activities until departure of bus
5 CCR 353	Detention after school
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35146	Closed sessions
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 37223	Weekend classes
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48980-48985	Parent/Guardian notifications
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49055	Restorative justice practices
Ed. Code 49056	Recess restriction
Ed. Code 49330-49335	Injurious objects
Ed. Code 49414.4	Opioid misuse; alternative to referral to law enforcement
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 52060-52077	Local control and accountability plan

Federal References	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 1751-1769j	School Lunch Program
42 USC 1773	School Breakfast Program

Management Resources References	Description
California Dept of Education Program Advisories	Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000
CSBA Publication	The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014
CSBA Publication	Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015
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
CSBA Publication	Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009
Fix School Discipline Project	Sample alternative discipline policy
U.S. DOE, Office for Civil Rights Publication	Resource on Confronting Racial Discrimination in Student Discipline
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 on the Nondiscriminatory Administration of School Discipline, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	Public Counsel
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education
Website	CSBA

Cross References	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 PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1312.3-E PDF(3)	Uniform Complaint Procedures
1312.3-E PDF(4)	Uniform Complaint Procedures
1313	Civility
3512	Equipment
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
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3543	Transportation Safety And Emergencies
4131	Staff Development
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments

5131.7	Weapons And Dangerous Instruments
5131.9	Academic Honesty
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5145.71	Title IX Sexual Harassment Complaint Procedures
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5145.9	Hate-Motivated Behavior
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6145	Extracurricular And Cocurricular Activities
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6162.54	Test Integrity/Test Preparation
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6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 5144: Discipline **Status:** ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** 03/01/20232024 | **Last Reviewed Date:** 03/01/~~2023~~2024

Site-Level Rules

CSBA NOTE: The following section is optional. Pursuant to Education Code 35291.5, schools are authorized, but not required, to adopt site-level student discipline rules and procedures. Schools that choose to adopt student discipline rules, or that are directed by the Governing Board to do so, must solicit input from groups specified in Items #1-5 below. Such site-level rules must be consistent with law, Board policy, and district regulations. If the school develops student discipline rules, Education Code 32282 requires that they be included in the comprehensive safety plan; see BP/AR 0450 Comprehensive Safety Plan.

In addition, pursuant to Education Code 52060, the district is required to adopt a local control and accountability plan (LCAP) that includes a description of the specific actions that it intends to take to achieve its annual goals in specified priority areas, including student engagement and school
climate. In the development of the LCAP, the district is required to involve and/or consult with parents/guardians, employees, employee organizations, and students in accordance with law. See BP/AR 0460 Local Control and Accountability Plan.

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

CSBA NOTE: Education Code 35291.5 references students in junior high and high school, which has been interpreted to mean students in grades 7-12. Item #5 below may be deleted by elementary districts.

~~5. For junior high and high schools, students enrolled in the school~~

5. Students in grades seven through twelve

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Education Code 35291.5 authorizes, but does not require, each school site to adopt school rules every four years. However, it is recommended that the timelines for the review of school rules be aligned with those for the review and updating of the comprehensive safety plan, since the school

rules must, by law, be included in the plan. Pursuant to Education Code 32286, the comprehensive safety plan must be reviewed and updated every year by March 1; see BP/AR 0450~~-~~ – Comprehensive Safety Plan.

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the ~~district's~~district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

CSBA NOTE: Education Code 48900.5 lists means of correction of student behavior that a district may use as an alternative to suspension. The district should select those strategies that are appropriate for its student population. The following strategies may be modified or expanded to reflect district practice.

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when ~~students'~~students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension, supervised suspension, or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, the student, and the ~~student's~~student's parents/guardians

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the ~~student's~~student's parents/guardians

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program (IEP) or a Section 504 plan

5. Enrollment in a program for teaching prosocial behavior or anger management

   CSBA NOTE: Pursuant to Education Code 49414.4, as added by SB 10 (Ch. 856, Statutes of 2023), as part of a restorative justice framework, the district may use alternatives to a referral to a law enforcement agency in response to an incident involving a student's misuse of an opioid, to the extent the alternatives are not in conflict with any other law requiring that referral. Items #6-9 below reflect these alternative approaches.

6. Participation in a restorative justice program

7. A positive behavior support approach with tiered interventions that occur during the school day on campus

8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

CSBA NOTE: The Public ~~Counsel's~~Counsel's Fix School Discipline Project recognizes that exposure to chronic violence and other family or community traumas, such as serious accidents and life-threatening illnesses involving loved ones, and to conditions such as homelessness, may affect ~~students'~~students' ability to learn and function well in school, and urges schools to adopt policies that recognize those factors and provide appropriate support to students.

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on ~~students'~~ students' behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

~~11. Recess restriction as provided in the section below entitled "Recess Restriction"~~

~~12~~11. Detention after school hours as provided in the section below entitled "~~"~~Detention After School" ~~-~~ ~~"~~ ~~-~~

~~13~~12. Community service as provided in the section below entitled "~~"~~Community Service" ~~"~~ ~~-~~

~~14~~13. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

~~15~~14. Reassignment to an alternative educational environment

~~16~~15. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

CSBA NOTE: Pursuant to Education Code 48900.5, when a ~~student's~~student's misbehavior may result in a referral for suspension or expulsion after other means of correction have failed, the district may document and place in the ~~student's~~student's record any other means of correction used to address the behavior. The following optional paragraph may be revised to reflect district practice.

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the ~~student's~~student's records. (Education Code 48900.5)

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 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)

CSBA NOTE: On July 19, 2022, The United States Department of Education's Office for Civil Rights and Office of Special Education and Rehabilitative Services issued new guidance,
"Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973," to help schools support students with disabilities and avoid discriminatory discipline practices.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 plan. (U.S.C. 1412(a)(3))

~~**Recess Restriction**~~

~~CSBA NOTE: The following optional section should be revised to reflect district practice. Although Education Code 44807.5 authorizes the district to adopt reasonable regulations allowing a teacher to restrict recess time for disciplinary purposes, it is recommended that districts discourage its use since it could limit students' opportunity to engage in physical activity which is inconsistent with district goals for student wellness. Studies have shown that, apart from its multiple health benefits, physical activity can help students improve their academic performance, attention, and behavior.~~

~~In addition, Education Code 44807.5 may conflict with 5 CCR 352, which states "A pupil shall not be required to remain in school during the intermission at noon, or during any recess." Districts that plan to restrict recess are encouraged to consult with CSBA's District and County Office Legal Services or district legal counsel.~~

~~Teachers may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:~~

~~1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.~~

~~2. The student shall remain under a certificated employee's supervision during the period of restriction.~~

~~3. The student's teacher shall inform the principal of any recess restrictions imposed.~~

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

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

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

CSBA NOTE: The following optional paragraph is offered for districts that use Saturday classes for purposes of detention. Education Code 37223 authorizes the use of Saturday classes; however, except in the case of truants, attendance at such classes must be at the election of the student, or parent/guardian when the student is a minor.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

CSBA NOTE: Education Code 48900.6 provides that the community service option is not available for those students who have been suspended, pending expulsion, for acts qualifying for either "mandatory recommendation for expulsion" or "mandatory expulsion" pursuant to Education Code 48915. See BP 5144.1 - Suspension and Expulsion/Due Process.

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to parents/guardians of transfer students at the time of their enrollment in the district.

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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 307	Participation in school activities until departure of bus
5 CCR 353	Detention after school
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35146	Closed sessions
Ed. Code 35291-35291.5	~~School discipline rules~~Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 37223	Weekend classes
~~Ed. Code 44807.5~~	~~Restriction from recess~~
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48980-48985	Parent/Guardian notifications
Ed. Code 49055	Restorative justice practices
Ed. Code 49056	Recess restriction
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49414.4	Opioid misuse; alternative to referral to law enforcement
Ed. Code 49330-49335	Injurious objects
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 52060-52077	Local control and accountability plan

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 1751-1769j	School Lunch Program
42 USC 1773	School Breakfast Program

Management Resources	Description
California Dept of Education Program Advisories	Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

CSBA Publication	Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015
CSBA Publication	The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014
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
CSBA Publication	Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009
Fix School Discipline Project	Sample alternative discipline policy (http://fixschooldiscipline.org/wp-content/uploads/2014/12/Sample-Alternative-Discipline-Policy.docx)
U.S. Dept of Education, 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~~Dept of Education, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
U.S. Department of Education, Office for Civil Rights Publication	Resource on Confronting Racial Discrimination in Student Discipline
Website	CSBA District and County Office of Education Legal Services
Website	Public Counsel
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education
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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
3512	Equipment
3512-E(1)	Equipment
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
3543	Transportation Safety And Emergencies
4131	Staff Development
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness

5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5131.9	Academic Honesty
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation

5141.4	Child Abuse Prevention And Reporting
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6162.54	Test Integrity/Test Preparation
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
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 5144: Discipline

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

The Board of Education is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

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5148.2	Before/After School Programs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.8	Assemblies And Special Events
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159.4	Behavioral Interventions For Special Education Students
6162.54	Test Integrity/Test Preparation
6163.4	Student Use Of Technology
6163.4-E PDF(1)	Student Use Of Technology
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 5144: Discipline **Status:** ADOPTED

Original Adopted Date: 04/01/2014 | **Last Revised Date:** ~~12~~03/01/2018~~2024~~ | **Last Reviewed Date:** ~~12~~03/01/~~2018~~2024

~~CSBA NOTE: The following policy is optional. Pursuant to Education Code 52060-52077, the Governing Board is required to adopt a local control and accountability plan (LCAP) that includes a description of the specific actions that the district intends to take in order to achieve its annual goals in specific priority areas, including student engagement and school climate. See BP/AR 0460 - Local Control and Accountability Plan.~~

~~Since a district's ability to meet its goals around these priorities is impacted by its student discipline policies and practices, the Board must be careful to enact rules that are effective in maintaining safety and order on campus and in correcting student's with behavioral problems without unnecessarily excluding students from school or participation in instruction.~~CSBA NOTE: The following policy is optional. State law specifies behaviors for which a student may be suspended and/or recommended for expulsion ~~(~~; see BP/AR 5144.1 - Suspension and Expulsion/Due Process) ~~and~~. State law also authorizes the use of age-appropriate alternatives ~~designed to address a student's specific misbehavior~~to suspension, including those listed in Education Code 48900.5 and 48900.6.

~~In addition~~ Since a district's ability to meet its goals is impacted by its student discipline policies and practices, the Governing Board must be careful to enact rules that are effective in providing interventions and supports as well as maintaining safety and order on campus.

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), ~~state~~states that studies have suggested a correlation between exclusionary discipline policies and practices (such as suspension and expulsion) and an array of serious educational, economic, and social problems, including school avoidance, diminished educational engagement, decreased academic achievement, increased behavior problems, and increased likelihood of dropping out, substance abuse, and involvement with the juvenile justice system. Consequently, they recommend that districts adopt alternative disciplinary measures that provide students with appropriate interventions and supports as a means for preventing and addressing student misbehavior. OCR's publication, "Resource on Confronting Racial Discrimination in Student Discipline," provides additional resources and findings.

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes
that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and ~~correcting~~ responding appropriately to student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for ~~correcting~~ responding to student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

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

A student shall not be denied recess unless the student's participation poses an immediate threat to the physical safety of the student or to the physical safety of one or more of the student's peers. If, due to such immediate threat, a student is denied recess, staff shall make all reasonable efforts to resolve the threat and minimize the student's exclusion from recess, to the greatest extent practicable. (Education Code 49056)

CSBA NOTE: Pursuant to Education Code 49005.2~~,~~, use of seclusion and behavioral restraint as a means of discipline is prohibited. Education Code 49005.4, provides that seclusion or behavioral restraint may only be used to control behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response. See AR 5131.41 - Use of Seclusion and Restraint.

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. According to Public Counsel's model policy issued as part of the Fix School Discipline Project, a discipline matrix that lists violations and consequences could be a useful guide to school site administrators with regard to when suspension or expulsion referrals should be utilized.

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

CSBA NOTE: Education Code 35291.5 authorizes, but does not require, school sites to adopt rules and procedures for student discipline. Pursuant to Education Code 32282, any adopted site-level

discipline rules must be included in the comprehensive safety plan; see BP/AR 0450 - Comprehensive Safety Plan. The following paragraph is optional.

~~The administrative staff~~ The principal or designee at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and ~~district~~administrative regulations. The Board, at an open meeting, ~~shall~~may review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

At all times, the safety of students and staff, providing interventions and supports to students, as well as the maintenance of an orderly school environment, shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate support and/or discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

CSBA NOTE: Pursuant to Education Code 52060, the district must annually adopt ~~an LCAP~~a local control and accountability plan that includes a description of district goals for improving school climate, as provided in the following paragraph.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

At the beginning of each school year, the Superintendent or designee ~~shall~~may report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

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 307	Participation in school activities until departure of bus

5 CCR 353	Detention after school
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35146	Closed sessions
Ed. Code 35291-35291.5	~~School discipline rules~~Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 37223	Weekend classes
~~Ed. Code 44807.5~~	~~Restriction from recess~~
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48980-48985	Parent/Guardian notifications
Ed. Code 49055	Restorative justice practices
Ed. Code 49056	Recess restriction
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49414.4	Opioid misuse; alternative to referral to law enforcement
Ed. Code 49330-49335	Injurious objects
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 52060-52077	Local control and accountability plan

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 1751-1769j	School Lunch Program
42 USC 1773	School Breakfast Program

Management Resources	**Description**
California Dept of Education Program Advisories	Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000
CSBA Publication	Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015
CSBA Publication	The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014
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
CSBA Publication	Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009
Fix School Discipline Project	Sample alternative discipline policy (http://fixschooldiscipline.org/wp-content/uploads/2014/12/Sample-Alternative-Discipline-Policy.docx)
U.S. Dept of Education, 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~~Dept of Education, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
U.S. Department of Education, Office for Civil Rights Publication	Resource on Confronting Racial Discrimination in Student Discipline
Website	CSBA District and County Office of Education Legal Services
Website	Public Counsel
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education
Website	CSBA

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
3512	Equipment
3512-E(1)	Equipment
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
3543	Transportation Safety And Emergencies
4131	Staff Development
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy

5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5131.9	Academic Honesty
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
5142	Safety
5142	Safety
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
5145.2	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	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.8	Assemblies And Special Events
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159.4	Behavioral Interventions For Special Education Students
6162.54	Test Integrity/Test Preparation
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams

6164.5	Student Success Teams
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 5141.21: Administering Medication And Monitoring Health Conditions

Status: ADOPTED

Original Adopted Date: 06/13/2019 | **Last Revised Date:** 10/15/2020 | **Last Reviewed Date:** 10/15/2020

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

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
5 CCR 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist

Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.4	Opioid Misuse
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49414.7	Emergency albuterol inhalers
Ed. Code 49414.8	Funding for emergency opioid antagonists; requirements
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49426.5	Licensed vocational nurses
Ed. Code 49468-49468.5	The Seizure Safe Schools Act
Ed. Code 49480	Continuing medication regimen; notice
H&S 1799.113	Opioid overdose treatment
H&S Code 11362.7-11362.85	Medicinal cannabis

Federal References	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 99.30	Conditions under which prior written consent is required to disclose information

Management Resources References	**Description**
American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
American Diabetes Association Publication	Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
Court Decision	American Nurses Association v. Torlakson (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
Website	CSBA District and County Office of Education Legal Services
Website	National Diabetes Education Program
Website	U.S. Department of Health and Human Services, National Heart, Lung, and Blood Institute
Website	American Diabetes Association
Website	California Department of Education, Health Services and School Nursing
Website	CSBA

Website	California Department of Public Health

Cross References	Description
3513.4	Drug And Alcohol Free Schools
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4112.9	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4112.9-E PDF(3)	Employee Notifications
4112.9-E PDF(4)	Employee Notifications
4112.9-E(1)	Employee Notifications
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4212.9-E PDF(2)	Employee Notifications
4212.9-E PDF(3)	Employee Notifications
4212.9-E(1)	Employee Notifications
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4312.9-E PDF(2)	Employee Notifications
4312.9-E PDF(3)	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.43	Universal Precautions
4319.43	Universal Precautions
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
5125	Student Records
5125	Student Records
5131.62	Tobacco
5131.62	Tobacco
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases

5141.22	Infectious Diseases
5141.24	Specialized Health Care Services
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.6	School Health Services
5141.6	School Health Services
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5145.6-E PDF(2)	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.2	Animals At School
6163.2	Animals At School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Policy 5141.21: Administering Medication And Monitoring Health Conditions

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** ~~12~~03/01/2019~~20~~24 | **Last Reviewed Date:** ~~12~~03/01/~~2019~~2024

CSBA NOTE: The following optional policy and accompanying administrative regulation apply to the administration of medication to students pursuant to Education Code 49414, 49414.1, 49414.3, 49414.5, 49414.7, 49414.8, 49423, ~~and~~ 49423.1 and 49468-49468.5 and the permissive guidelines in 5 CCR 600-611.

~~Pursuant to the general authority in Education Code 49423 and 5 CCR 600-611, as interpreted by the California Supreme Court in American Nurses Association v. Torlakson, health providers may train unlicensed school personnel to administer medication, including emergency anti-seizure medication.~~

This policy and regulation do not address situations in which a district might be engaged in a collaborative arrangement with another entity for the provision of school health services to students; see BP/AR 5141.6 - School Health Services.

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

CSBA NOTE: 5 CCR 604 authorizes a parent/guardian to administer medication to a child or designate an individual to administer the medication, as specified below. In addition, California law allows students to carry and self-administer medication needed for the treatment or management of certain medical conditions, when the district has received a written request from the student's parent/guardian and written authorization from the student's authorized health care provider, as specified in the accompanying administrative regulation. Students have legal authorization to self- administer diabetes medication pursuant to Education Code 49414.5, auto-injectable epinephrine for anaphylactic reactions pursuant to Education Code 49423, and inhaled asthma medication pursuant to Education Code 49423.1. Pursuant to 5 CCR 605, districts may choose to allow students to carry and self-administer other types of medication beyond those specifically authorized by the Education Code.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves

campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

CSBA NOTE: The following paragraph is optional. The district is authorized, but not required, to make certain medications available on its school sites for providing emergency medical aid to students. For example, pursuant to Education Code 49414.3 and, as added by AB 1283 (Ch. 574, Statutes of 2023), Education Code 49414.7, the district is permitted to make emergency naloxone hydrochloride or other opioid antagonist and emergency stock albuterol inhalers available at its schools, for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from opioid overdose or respiratory distress. The following paragraph may be revised to specify medications that the district, in its discretion, has chosen to stock for use on its school sites. In choosing to make such medications available, the district should be aware of the possibility of increased liability and should consult CSBA's District and County Office of Education Legal Services or district legal counsel accordingly.

In accordance with law, the Superintendent or designee may make naloxone hydrochloride or another opioid antagonist and stock albuterol inhalers available at each school for providing emergency medical aid to any person suffering or reasonably believed to be suffering from opioid overdose or respiratory distress. (Education Code 49414.3, 49414.7)

~~CSBA NOTE: The following optional paragraph is for use by any district that, at its discretion, chooses to make emergency naloxone hydrochloride or other opioid antagonist available at its schools for the purpose of providing emergency medical aid, pursuant to Education Code 49414.3. In choosing to make such medications available, the district should be aware of the possibility of increased liability and should consult legal counsel accordingly.~~CSBA NOTE: Although federal law (21 USC 812, 844) prohibits the possession of cannabis, even by medical users, state law allows persons under the age of 18 to use and possess cannabis for medical use. Pursuant to Education Code 49414.1, the Governing Board is authorized to adopt a policy that allows parents/guardians to administer medicinal cannabis to their child at school. Education Code 49414.1 does not permit or require school personnel to administer medicinal cannabis.

Option 1 is for use by districts that choose to adopt a policy allowing parent/guardian administration of medicinal cannabis at school. Because of the conflict between state and federal law, districts considering adoption of such policy should consult CSBA's District and County Office of Education Legal Services or district legal counsel regarding possible ramifications. Education Code 49414.1 authorizes the Board to subsequently amend or rescind the policy for any reason, including, but not limited to, if the district is at risk of, or has lost, federal funding as a result of the policy.

Option 2 is for use by districts that choose to prohibit the administration of medicinal cannabis at school.

~~The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)~~

~~CSBA NOTE: Although federal law (21 USC 812, 844) prohibits the possession of cannabis, even by medical users, state law allows persons under the age of 18 to use and possess cannabis for medical use. Pursuant to Education Code 49414.1, as added by SB 223 (Ch. 699, Statutes of 2019), the Governing Board is authorized to adopt a policy that allows parents/guardians to administer medicinal cannabis to their child at school. Education Code 49414.1 does not permit or require school personnel to administer medicinal cannabis.~~

~~Option 1 is for use by districts that choose to adopt a policy allowing parent/guardian administration of medicinal cannabis at school. Because of the conflict between state and federal law, districts considering adoption of such policy should consult legal counsel regarding possible ramifications. Education Code 49414.1 authorizes the Board to subsequently amend or rescind the policy for any reason, including, but not limited to, if the district is at risk of, or has lost, federal funding as a result of the policy.~~

~~Option 2 is for use by districts that choose to prohibit the administration of medicinal cannabis at school.~~

OPTION 1: The parent/guardian of a student who is a qualified patient pursuant to Health and Safety Code 11362.7-11362.85 may administer medicinal cannabis, excluding medicinal cannabis or cannabis products in a smokeable or vapeable form, to the student at a school site. School personnel are not authorized to administer medicinal cannabis to a student. (Education Code 49414.1)

CSBA NOTE: If the Board chooses Option 1, Education Code 49414.1~~, as added by SB 223,~~ mandates that the policy include the following requirements.

Before administering medicinal cannabis at a school site, the parent/guardian shall provide to the principal or designee a valid written medical recommendation for the student to be given medicinal cannabis, which shall be kept on file at the school. The parent/guardian shall sign in at the school site before administering the medication, and shall not administer the medication in a manner that disrupts the educational environment or exposes other students. ~~A~~after the parent/guardian administers the medication, the parent/guardian shall remove any remaining medicinal cannabis from the school site. (Education Code 49414.1)

END OF OPTION 1

OPTION 2: Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

END OF OPTION 2

CSBA NOTE: The following optional paragraph applies to all districts and may be revised to reflect district practice. The U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention recommend that a district's emergency and disaster preparedness plan include procedures for dealing with medical emergencies, such as a pandemic flu outbreak or public disaster. See BP/AR 3516 – Emergencies and Disaster Preparedness Plan and BP/AR 5141.22 – Infectious Diseases.The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

CSBA NOTE: Various provisions of state law allow districts to train nonmedical district employees (i.e., those who do not possess a medical license) to provide medical assistance to students at school when a credentialed school nurse or other licensed individual is unavailable. For example, Education Code 49414, 49414.3, 49414.5, 49414.7, 49414.8, 49423, ~~and~~ 49423.1, and 49468.2 specifically authorize the use of trained, unlicensed school employees to administer medications to students suffering from allergic reactions, opioid overdose, severe hypoglycemia, ~~or~~ respiratory distress, asthma, or seizures. Moreover, in *American Nurses Association v. Torlakson*, the California Supreme Court held that, as with other prescription medications, state law permits trained,

unlicensed school personnel to administer insulin to students where a physician has determined that unlicensed school personnel may safely and appropriately administer the medication. The
medication must be administered in accordance with a written health care provider statement and parental consent.

Education Code 49426.5, as added by AB 1722 (Ch. 853, Statutes of 2023), authorizes the district
to hire a licensed vocational nurse following Board approval that a diligent search was conducted
for a credentialed school nurse. Upon hiring a licensed vocational nurse, the district is required to
certify to the California Department of Education that a search was properly conducted. A hired
vocational nurse is required to be supervised by a credentialed school nurse employed as a school
nurse at the district or at another local educational agency.

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

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 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist

Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.4	Opioid Misuse
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49414.7	Emergency ~~Albuterol Inhalers~~albuterol inhalers
Ed. Code 49414.8	Funding for emergency opioid antagonists; requirements
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49426.5	Licensed vocational nurses
Ed. Code 49468-49468.5	The Seizure Safe Schools Act
Ed. Code 49480	Continuing medication regimen; notice
H&S 1799.113	Opioid overdose treatment
H&S Code 11362.7-11362.85	Medicinal cannabis

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 99.30	Conditions under which prior written consent is required to disclose information

Management Resources	**Description**
American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
~~American Diabetes Association Publication~~	~~Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015~~
American Diabetes Association Publication	Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006

Court Decision	American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
Website	CSBA District and County Office of Education Legal Services
Website	National Diabetes Education Program
Website	U.S. Department of Health and Human Services, National ~~Institutes of Health,~~Heart, Lung, and Blood Institute~~, asthma information~~
Website	American Diabetes Association
Website	California Department of Education, Health Services and School Nursing
Website	CSBA
Website	California Department of Public Health

Cross References

Code	Description
3513.4	Drug And Alcohol Free Schools
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4319.43	Universal Precautions
4319.43	Universal Precautions

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
5125	Student Records
5125	Student Records
5131.62	Tobacco
5131.62	Tobacco
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.24	Specialized Health Care Services
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.6	School Health Services
5141.6	School Health Services
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.2	Animals At School
6163.2	Animals At School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Regulation 5126: Awards For Achievement

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 03/11/2021 **| Last Reviewed Date:** 03/11/2021

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, staff members, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

(cf. 1220 - Citizen Advisory Committees)

Individual awards in excess of $200 must be expressly approved by the Governing Board. (Education Code 44015)

Golden State Seal Merit Diploma

To be eligible to receive the Golden State Seal Merit Diploma upon graduation from high school, a student shall complete all requirements for a high school diploma and shall demonstrate mastery of the curriculum in mathematics, English language arts, science, U.S. history, and two other subject matter areas selected by the student by meeting at least one of the following criteria for each subject: (Education Code 51451, 51452; 5 CCR 876)

1. Mathematics and English language arts
    a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11
    b. An achievement level of "Standard Met" or above for the high school Smarter Balanced Summative Assessment
2. Science
    a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11
    b. An achievement level of "Standard Met" or above for the high school California Science Test taken in grade 10 or 11
3. U.S. history
    a. A grade of at least B or the numerical equivalent in the required U.S. history course each semester
    b. A qualifying score that demonstrates mastery of the subject as determined by the district for an exam produced by a private provider or the district
4. Two additional subject areas of the student's choosing
    a. Any additional qualifying grade or score listed above, earned for the subject of English language arts, mathematics, science, or U.S. history not already used to meet eligibility
    b. A grade of at least B or the numerical equivalent upon completion of high school courses in other subjects
    c. A qualifying score that demonstrates mastery of other subjects, as determined by the district, for an exam produced by a private provider or the district

(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6162.51 - State Academic Achievement Tests)

The Superintendent or designee shall maintain appropriate records to identify students who have earned the Golden State Seal Merit Diploma and shall affix an insignia to the high school diploma and transcript of each such student. (Education Code 51454)

(cf. 5125 - Student Records)

CDE requires each district to annually submit one districtwide insignia request on a form provided by CDE. CDE's web site encourages districts to submit the request far enough in advance of the graduation ceremony date to allow sufficient time for processing by CDE and for district staff to place the insignias on the diplomas. CDE begins mailing requested insignias the first week of April.

The Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow for processing of the request prior to the high school graduation ceremony.

State Seal of Biliteracy

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall demonstrate a high level of proficiency in English and at least one other language, which may include American Sign Language, by meeting all of the following state-established criteria: (Education Code 51461)

1. Completion of all English language arts requirements for graduation with an overall grade point average of at least 2.0 in those classes

2. Passage of the California Assessment of Student Performance and Progress for English language arts or any successor test administered in grade 11 at or above the "Standard Met" achievement level

3. Proficiency in one or more languages other than English, demonstrated through one of the following methods:

    a. Passage of a world language Advanced Placement (AP) exam with a score of 3 or higher or an International Baccalaureate (IB) exam with a score of 4 or higher

    b. Successful completion of a four-year high school course of study in a world language, attaining an overall grade point average of at least 3.0 in that course of study, and oral proficiency in the language comparable to that required on an AP or IB exam

    c. If no AP exam or off-the-shelf language test exists, passage of a district language exam that can be certified to meet the rigor of a four-year high school course of study in a given language and, at a minimum, assesses speaking, reading, and writing in a language other than English at the proficient level or higher

    d. If a language is not characterized by listening, speaking, or reading, or for which there is no written system, passage of an assessment on the modalities that characterize communication in that language at the proficient level or higher

    e. Passage of the SAT II world language exam with a score of 600 or higher

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)
(cf. 6142.2 - World Language Instruction)

To be eligible to receive the State Seal of Biliteracy, a student whose primary language is other than English shall also attain the level which demonstrates English language proficiency on the state's English Language Proficiency Assessments for California. (Education Code 51461)

(cf. 6174 - Education for English Learners)

The Superintendent or designee shall maintain appropriate records to identify high school students who have earned the State Seal of Biliteracy and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51463)

State Seal of Civic Engagement

To be eligible to receive the State Seal of Civic Engagement, a student shall meet district requirements for all of the

following state-established criteria:

1. Be engaged in academic work in a productive way

2. Demonstrate a competent understanding of U.S. and California Constitutions, functions and governance of local governments, tribal government structures and organizations, the role of the citizen in a constitutional democracy, and democratic principles, concepts, and processes

3. Participate in one or more informed civic engagement project(s) that address real-world problems and require students to identify and inquire into civic needs or problems, consider varied responses, take action, and reflect on efforts

4. Demonstrate civic knowledge, skills, and dispositions through self-reflection

5. Exhibit character traits that reflect civic-mindedness and a commitment to positively impact the classroom, school, community and/or society

The Superintendent or designee shall maintain appropriate records to identify students who have earned the State Seal of Civic Engagement and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51473)

Scholarship and Loan Fund

The Superintendent shall serve as chief executive officer of the scholarship and loan fund and as chairperson of the district committee established to administer the fund. The committee shall meet at least once each fiscal year and at other such times as it may be called into session by the Superintendent. (Education Code 35311, 35312)

Scholarship and loan funds shall be deposited, administered, and audited in accordance with Education Code 35314 and 35318.

(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

The Superintendent or designee shall establish criteria, procedures, and deadlines for student applications for scholarships and/or loans from the fund. As applicable, the Superintendent or designee may require the student to submit letters of recommendation or other supplementary materials providing evidence of the student's accomplishments and/or need.

(cf. 0410 - Nondiscrimination in District Activities and Programs)

Notifications

The Superintendent or designee shall annually distribute information about eligibility requirements for the Golden State Seal Merit Diploma, State Seal of Biliteracy, State Seal of Civic Engagement, and/or any district awards programs to students at the applicable grade levels.

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
5 CCR 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 1632	Alternative credits toward graduation for foreign language instruction in private school
5 CCR 876	Golden State Seal Merit Diploma
Ed. Code 220	Prohibition of discrimination

Ed. Code 35160	Authority of governing boards
Ed. Code 35310-35319	Scholarship and loan funds
Ed. Code 44015	Awards to employees and students
Ed. Code 51007	Equitable access to programs designed to strengthen technological skills
Ed. Code 51243-51245	Credit for private school foreign language instruction
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51460-51464	State Seal of Biliteracy
Ed. Code 51470-51475	State Seal of Civic Engagement
Ed. Code 52164.1	Assessment of English language skills of English learners
Gov. Code 54950-54963	The Ralph M. Brown Act

Management Resources References	**Description**
California Department of Education Publication	State Seal of Biliteracy FAQs
California Department of Education Publication	SSCE Implementation Guidance
Website	CSBA District and County Office of Education Legal Services
Website	Californians Together
Website	CSBA
Website	California Department of Education

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0415	Equity
1150	Commendations And Awards
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1260	Educational Foundation
3290	Gifts, Grants And Bequests
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
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
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5137	Positive School Climate
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.4	Service Learning/Community Service Classes
6143	Courses Of Study
6143	Courses Of Study
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6174	Education For English Learners
6174	Education For English Learners
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
9140	Board Representatives

Regulation 5126: Awards For Achievement **Status:** ADOPTED

Original Adopted Date: 03/01/2009 | **Last Revised Date:** ~~12~~03/01/~~2020~~2024 | **Last Reviewed Date:** ~~12~~03/01/~~2020~~2024

CSBA NOTE: Education Code 44015 authorizes the Governing Board to give district-level awards to students for "excellence." Before any awards are given under the authority of this law, the district is **mandated** to adopt rules and regulations implementing the awards program. The Board may delegate the authority to establish criteria for these awards to the Superintendent or designee, as well as a monetary award, except that pursuant to Education Code 44015 each monetary award of more than $200 must be approved by the Board; see the accompanying Board policy. The following section should be revised to reflect any such rules and regulations adopted by the district.

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, staff members, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

Individual awards in excess of $200 must be expressly approved by the Governing Board. (Education Code 44015)

Golden State Seal Merit Diploma

CSBA NOTE: The following optional section is for use by districts that maintain high schools. Education Code 51450-51455 require the State Board of Education (SBE) to determine the means and the performance standards or achievement levels that demonstrate mastery of the curriculum for the purpose of awarding the Golden State Seal Merit Diploma. Eligibility criteria are published on the California Department of Education (CDE) ~~web site~~website and described below.

To be eligible to receive the Golden State Seal Merit Diploma upon graduation from high school, a student shall complete all requirements for a high school diploma and shall demonstrate mastery of the curriculum in mathematics, English language arts, science, U.S. history, and two other subject matter areas selected by the student by meeting at least one of the following criteria for each subject: (Education Code 51451, 51452; 5 CCR 876)

1. Mathematics and English language arts

    a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11

    b. An achievement level of "Standard Met" or above for the high school Smarter Balanced Summative Assessment

2. Science

    a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11

b. An achievement level of "Standard Met" or above for the high school California Science Test taken in grade 10 or 11

3. U.S. history

   a. A grade of at least B or the numerical equivalent in the required U.S. history course each semester

   b. A qualifying score that demonstrates mastery of the subject as determined by the district for an exam produced by a private provider or the district

4. Two additional subject areas of the student's choosing

   a. Any additional qualifying grade or score listed above, earned for the subject of English language arts, mathematics, science, or U.S. history not already used to meet eligibility

   b. A grade of at least B or the numerical equivalent upon completion of high school courses in other subjects

   c. A qualifying score that demonstrates mastery of other subjects, as determined by the district, for an exam produced by a private provider or the district

The Superintendent or designee shall maintain appropriate records to identify students who have earned the Golden State Seal Merit Diploma and shall affix an insignia to the high school diploma and transcript of each such student. (Education Code 51454)

CSBA NOTE: CDE requires each district to annually submit one districtwide insignia request on a form provided by CDE. CDE's ~~web site~~website encourages districts to submit the request far enough in advance of the graduation ceremony date to allow sufficient time for processing by CDE and for district staff to place the insignias on the diplomas. CDE begins mailing requested insignias the first week of April.

The Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow for processing of the request prior to the high school graduation ceremony.

State Seal of Biliteracy

CSBA NOTE: The following optional section is for use by districts that maintain high schools and choose to recognize graduating students' bilingual/multilingual proficiency with the State Seal of Biliteracy pursuant to Education Code 51460-51464; see the accompanying Board policy. The criteria for a student to be eligible for the State Seal of Biliteracy are specified in Education Code 51451, as amended by AB 370 (Ch. 326, Statutes of 2023), and are reflected below. Districts that choose to present biliteracy awards to students at other grade levels may revise the following section to add eligibility criteria for those awards.

~~Pursuant to Education Code 51461, as amended by SB 98 (Ch. 24, Statutes of 2020), the Superintendent of Public Instruction (SPI) may provide alternative criteria for students on track to graduate in 2020 or 2021 who did not receive a letter grade in English language arts or were not able to take the English Language Proficiency Assessments for California (ELPAC) or due to COVID-19. The SPI has determined that students who were unable to take the ELPAC may meet the requirement based on their prior ELPAC score and consultation with the student's teachers. In addition, the requirement to take the California Assessment of Student Performance and Progress~~

~~is waived for students who were not able to take the exam, and students who completed all required English language arts courses through distance learning but did not receive a letter grade due to COVID-19 are eligible to earn the State Seal of Biliteracy if all other requirements are met. For further information, see CDE's State Seal of Biliteracy FAQs located on its web site.~~

For further information, see CDE's State Seal of Biliteracy FAQs located on its website.

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall demonstrate a high level of proficiency in English and at least one other language, which may include American Sign Language~~, by meeting all of the following state-established criteria:~~ .
(Education Code 51461)

Proficiency in English shall be demonstrated by meeting one of the following state-established criteria: (Education Code 51461)

1. 1. Completion of all English language arts requirements for graduation with an overall grade point average of at least ~~2.0 in those classes~~ 3.0 in those classes or completion of one or more English language arts courses at a public higher education institution or an independent institution of higher education, as described in Education Code 66010, with a grade equivalent to a grade point average of 3.0 or above

2. 2. Passage of the California Assessment of Student Performance and Progress for English language arts, or any successor test, administered in grade 11, at or above the "Standard Met" achievement level

3. ~~Proficiency in one or more languages other than English, demonstrated through one of the following methods:~~

a. 3. Passage of ~~a world language~~an English Advanced Placement (AP) exam with a score of 3 or higher or an English International Baccalaureate (IB) exam with a score of 4 or higher

4. Achievement of a score of 480 or higher on the Evidence-Based Reading and Writing section of the Scholastic Aptitude Test (SAT)

Proficiency in one or more languages other than English shall be demonstrated through one of the following requirements: (Education Code 51461)

1. Passage of a world language AP exam with a score of 3 or higher, a world language IB exam with a score of 4 or higher, or a world language American Council on the Teaching of Foreign Languages (ACTFL) Writing Proficiency Test (WPT) and an Oral Proficiency Interview (OPI) with scores of Intermediate Mid or higher

b. 2. Successful completion of a four-year ~~high school~~ course of study of content in a world language at a high school or higher level, attaining an overall grade point average of at least
3.0 in that course of study, and oral proficiency in the language comparable to that required ~~on an AP or IB exam~~ in Item #1 above, successful completion of high school level courses completed in another country in a language other than English with the equivalent of an overall grade point average of 3.0 or above, as verified through a transcript, or completion of one or more world language courses at a public higher education institution or an independent institution of higher education as described in Education Code 66010, with a

grade equivalent to a grade point average of at least 3.0 and oral proficiency in the language comparable to that specified in Item #1 above, as verified through a transcript

c. 3. If no AP exam or off-the-shelf language test exists, passage of a district language exam that can be certified to meet the rigor of a four-year high school course of study in a given language, and that, at a minimum, assesses speaking, reading, and writing in a language other than English at the proficient level or higher

d. 4. If a language is not characterized by listening, speaking, or reading, or for which there is no written system, passage of an assessment on the modalities that characterize communication in that language at the proficient level or higher

e. ~~Passage of the SAT II world language exam with a score of 600 or higher~~

CSBA NOTE: Pursuant to Education Code 51461, as amended by AB 370, in order to be eligible for the State Seal of Biliteracy English learners are required to receive an Oral Language composite score of level 4 on the English Language Proficiency Assessments for California (ELPAC), rather than in all four domains of the test – reading, writing, listening, and speaking.

To be eligible to receive the State Seal of Biliteracy, a student ~~whose primary language~~who is an English learner shall, in addition to demonstrating proficiency in English and one or more languages other than English ~~shall also~~through one of the accomplishments specified above, attain ~~the~~an Oral Language composite score of level ~~which demonstrates English language proficiency~~ 4 on the ~~state's~~ English Language Proficiency Assessment~~s~~ for California. , or any successor English oral language proficiency assessment. (Education Code 51461)

CSBA NOTE: CDE requires each district to submit one districtwide insignia request on a form provided by CDE. CDE recommends submitting the online form, which can be found on CDE's ~~web site~~website, four weeks prior to the graduation date to allow sufficient time for CDE to mail the insignias and for the district to affix the insignias to the diplomas. CDE will mail the insignias within two weeks of receiving the online request.

The Superintendent or designee shall maintain appropriate records to identify high school students who have earned the State Seal of Biliteracy and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51463)

State Seal of Civic Engagement

CSBA NOTE: The following optional section is for use by districts that choose to present the State Seal of Civic Engagement to students who have demonstrated excellence in civics education and participation and an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government pursuant to Education Code 51470-51474; see the accompanying Board policy. The following criteria, adopted by SBE in September 2020, are intended to provide districts with a framework for making determinations of student qualifications based on local contexts.

CDE's , "SSCE Implementation Guidance,," available on its ~~web site~~website, offers ideas and considerations for districts in the implementation of the criteria.

To be eligible to receive the State Seal of Civic Engagement, a student shall meet district requirements for all of the following state-established criteria:

1. Be engaged in academic work in a productive way

2. Demonstrate a competent understanding of U.S. and California Constitutions, functions and governance of local governments, tribal government structures and organizations, the role of the citizen in a constitutional democracy, and democratic principles, concepts, and processes

3. Participate in one or more informed civic engagement project(s) that address real-world problems and require students to identify and inquire into civic needs or problems, consider varied responses, take action, and reflect on efforts

4. Demonstrate civic knowledge, skills, and dispositions through self-reflection

5. Exhibit character traits that reflect civic-mindedness and a commitment to positively impact the classroom, school, community and/or society

CSBA NOTE: CDE provides the insignias to be affixed to students' diplomas or transcripts indicating the award of the State Seal of Civic Engagement. When ordering the insignias, districts will self- certify that students earned the award based on locally created criteria.

The Superintendent or designee shall maintain appropriate records to identify students who have earned the State Seal of Civic Engagement and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51473)

Scholarship and Loan Fund

CSBA NOTE: The following section is for use by any district that has established a scholarship and loan fund pursuant to Education Code 35310-35319; see the accompanying Board policy. Districts that have not established such a program should delete this section.

The Superintendent shall serve as chief executive officer of the scholarship and loan fund and as chairperson of the district committee established to administer the fund. The committee shall meet at least once each fiscal year and at other such times as it may be called into session by the Superintendent. (Education Code 35311, 35312)

Scholarship and loan funds shall be deposited, administered, and audited in accordance with Education Code 35314 and 35318.

CSBA NOTE: If the district has chosen to maintain a scholarship and loan fund, it is mandated by Education Code 35316 to adopt regulations governing applications, provided such regulations do not limit student eligibility based on any conditions listed in Education Code 220; see BP 0410 - Nondiscrimination in District Activities and Programs. The following paragraph may be expanded to describe the district's application procedures.

The Superintendent or designee shall establish criteria, procedures, and deadlines for student applications for scholarships and/or loans from the fund. As applicable, the Superintendent or designee may require the student to submit letters of recommendation or other supplementary materials providing evidence of the student's accomplishments and/or need.

Notifications

CSBA NOTE: The following optional section may be revised to reflect programs offered by the district.

The Superintendent or designee shall annually distribute information about eligibility requirements for the Golden State Seal Merit Diploma, State Seal of Biliteracy, State Seal of Civic Engagement, and/or any district awards programs to students at the applicable grade levels.

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Policy Reference Disclaimer:
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State	Description
5 CCR 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 1632	Alternative credits toward graduation for foreign language instruction in private school
5 CCR 876	Golden State Seal Merit Diploma
Ed. Code 220	Prohibition of discrimination
Ed. Code 35160	Authority of governing boards
Ed. Code 35310-35319	Scholarship and loan funds
Ed. Code 44015	Awards to employees and students
Ed. Code 51007	Equitable access to programs designed to strengthen technological skills
Ed. Code 51243-51245	Credit for private school foreign language instruction
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51460-51464	State Seal of Biliteracy
Ed. Code 51470-~~51474~~51475	State Seal of Civic Engagement
Ed. Code 52164.1	Assessment of English language skills of English learners
Gov. Code 54950-54963	The Ralph M. Brown Act

Management Resources	Description
California Department of Education Publication	SSCE Implementation Guidance
California Department of Education Publication	State Seal of Biliteracy FAQs
Website	CSBA District and County Office of Education Legal Services
Website	Californians Together
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
1150	Commendations And Awards

1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1260	Educational Foundation
3290	Gifts, Grants And Bequests
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
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
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5137	Positive School Climate
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.4	Service Learning/Community Service Classes
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements

6146.11	Alternative Credits Toward Graduation
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6174	Education For English Learners
6174	Education For English Learners
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
9140	Board Representatives

Policy 5126: Awards For Achievement

Status: ADOPTED

Original Adopted Date: 06/13/2019 | **Last Revised Date:** 03/11/2021 | **Last Reviewed Date:** 03/11/2021

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, artistic, extracurricular, athletic, and community service activities.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6142.4 - Service Learning/Community Service Classes)

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or monetary gift.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

At graduation from high school, students whose academic achievements in core curriculum areas have been outstanding shall receive special recognition.

The Superintendent or designee shall identify graduating high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - State Academic Achievement Tests)

State Seal of Biliteracy

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. (Education Code 51460-51464)

(cf. 6142.2 - World Language Instruction)
(cf. 6174 - Education for English Learners)

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English. The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the student's native language.

State Seal of Civic Engagement

The Superintendent or designee shall present the State Seal of Civic Engagement to each student who demonstrates excellence in civics education and participation and has demonstrated an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. (Education Code 51470-51474)

All district students shall be afforded the opportunity to earn the State Seal of Civic Engagement, regardless of their background, communities, or experiences. No student shall be denied such opportunity based on academic ability, alternative school setting, or unique or unconventional expression of civic engagement.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)
(cf. 6157 - Distance Learning)
(cf. 6158 - Independent Study)
(cf. 6159 - Individualized Education Program)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)

Scholarship and Loan Fund

The Board shall establish and maintain a scholarship and loan fund which shall be used to provide interest-free loans for educational advancement, scholarship, and/or grants-in-aid to bona fide organizations, students, or graduates of district schools. (Education Code 35310, 35315)

(cf. 1260 - Educational Foundation)
(cf. 3290 - Gifts, Grants and Bequests)

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the Superintendent. Members of this committee shall serve two-year terms.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

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State References	Description
5 CCR 11517.6-11519.5	English Language Proficiency Assessments for California
5 CCR 1632	Alternative credits toward graduation for foreign language instruction in private school
5 CCR 876	Golden State Seal Merit Diploma
Ed. Code 220	Prohibition of discrimination
Ed. Code 35160	Authority of governing boards
Ed. Code 35310-35319	Scholarship and loan funds
Ed. Code 44015	Awards to employees and students
Ed. Code 51007	Equitable access to programs designed to strengthen technological skills
Ed. Code 51243-51245	Credit for private school foreign language instruction

Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51460-51464	State Seal of Biliteracy
Ed. Code 51470-51475	State Seal of Civic Engagement
Ed. Code 52164.1	Assessment of English language skills of English learners
Gov. Code 54950-54963	The Ralph M. Brown Act

Management Resources References	**Description**
California Department of Education Publication	State Seal of Biliteracy FAQs
California Department of Education Publication	SSCE Implementation Guidance
Website	CSBA District and County Office of Education Legal Services
Website	Californians Together
Website	CSBA
Website	California Department of Education

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0415	Equity
1150	Commendations And Awards
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1220	Citizen Advisory Committees
1260	Educational Foundation
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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
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5137	Positive School Climate

6142.2	World Language Instruction
6142.2	World Language Instruction
6142.4	Service Learning/Community Service Classes
6143	Courses Of Study
6143	Courses Of Study
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6162.51	State Academic Achievement Tests
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6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6174	Education For English Learners
6174	Education For English Learners
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
9140	Board Representatives

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Russell Little, Assistant Superintendent of Educational Leadership and Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has an agreement with the California School Boards Association (CSBA) to maintain its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for developing and complying with their board policies. They are also responsible for adopting and revising policies in accordance 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/Administrative Regulation 6115 - Ceremonies and Observances
- Board Policy/Administrative Regulation 6141.2 - Recognition of Religious Beliefs and Customs
- Board Policy/Administrative Regulation 6175 - Migrant Education

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 6000 series: Board Policy/Administrative Regulation 6115 - Ceremonies and Observances, Board Policy/Administrative Regulation 6141.2 - Recognition of Religious Beliefs and Customs, and Board Policy/Administrative Regulation 6175 - Migrant Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

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

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

6000 SERIES

Board Policy 6115 - Ceremonies and Observances

Policy updated to add events of present day significance to the Governing Board's recognition of the importance of students celebrating events of significance, as observances which districts are required to hold by law may include current laws and rights. Additionally, policy updated to reflect that specified commemorative exercises may be required by law and include educational components.

Administrative Regulation 6115 - Ceremonies and Observances

Regulation updated to reflect **NEW LAW (AB 800, 2023)** which requires districts to observe, during the week that includes April 28, "Workplace Readiness Week" by providing high school students with specified information on their rights as workers, and, for students in grades 11 and 12, for the observances to be integrated into the regular school program consistent with the history-social science framework. Additionally, regulation updated to reflect that specified commemorative exercises may be required by law. In addition, regulation updated to add to the list of when the national flag is required to fly at half-staff to include the death of a first responder in the state who dies while serving in the line of duty.

Board Policy 6141.2 - Recognition of Religious Beliefs and Customs

Policy updated to reflect **NEW GUIDANCE** from the U.S. Department of Education regarding constitutionally protected prayer and religious expression in public schools and Appendix F of the California Department of Education's History and Social Science Framework which offers guidance and support for educators regarding the recognition of religious beliefs and customs. Additionally, policy updated to add that instruction regarding the role of religion in society be consistent with adopted instructional materials and state standards. In addition, policy updated to reflect U.S. Supreme Court decision (Kennedy v. Bremerton) which held that the employee, a football coach, did not coerce students to pray when the employee knelt at midfield after games to offer a quiet personal prayer, rejected the district's argument that any visible religious conduct by a teacher or coach amounted to impermissible coercion on students, and concluded that the coach was acting in a private capacity and not in the capacity of an employee of the district when the prayer was offered during a time when school employees were free to attend to personal matters. Policy also updated to reflect **NEW COURT DECISION** (Fellowship of Christian Athletes v. San Jose Unified School District) in which the Ninth Circuit U.S. Court of Appeals held that it would be discrimination for a district to fail to recognize a student club with religiously based leadership requirements upon a finding that multiple student clubs imposed certain requirements for membership or leadership positions—i.e., discriminated against certain students—but that the district only objected to the Fellowship of Christian Athletes' requirements because of the *religious* basis of the requirements.

Administrative Regulation 6141.2 - Recognition of Religious Beliefs and Customs

Regulation updated to reflect Appendix F of the California Department of Education's History and Social Science Framework which offers guidance and support for educators regarding the recognition of religious beliefs and customs.

Board Policy 6175 - Migrant Education

Policy updated to reference this group of highly mobile students as "students who are migratory" to align with language found within the Education Code and the California Department of Education's 2023-24 federal program monitoring instrument.

Administrative Regulation 6175 - Migrant Education

Regulation updated to reference this group of highly mobile students as "students who are migratory" to align with language found within the Education Code and the California Department of Education's (CDE) 2023- 24 federal program monitoring instrument. Additionally, regulation updated to include that a student who is migratory may, but is not required, to be provided with programs for online instruction as a substitute for physical attendance, and to delete material related to family literacy services, as the funding and legal basis no longer exist. In addition, regulation updated to provide that for summer school programs, the number of instructional days may be decreased if there are holidays for which schools are required to be closed, that districts are required to make facilities available at no cost to other agencies that request facilities for the operation of migrant summer school program unless just cause for denial exists, and that districts who receive authorization and funding from CDE to provide an extended school year program to migratory students who, due to family movement, enroll in transitional kindergarten, kindergarten, or any of grades 1-6, on or after March 1 of the school year and depart on or before December 1 of the next school year, are required to operate such program in accordance with law. Regulation also updated to add material related to requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school to complete district-established or statewide course requirements.

Policy 6115: Ceremonies And Observances

Status: ADOPTED

Original Adopted Date: 10/01/1994 | **Last Revised Date:** ~~05~~03/01/2020~~20~~2024 | **Last Reviewed Date:** ~~05~~03/01/~~2020~~2024

The Governing Board recognizes the importance of having students observe holidays, celebrate events of cultural ~~or~~, historical, or present day significance, and acknowledge the contributions of outstanding individuals in society. On days designated by the Board, and as required by law, staff shall provide students with appropriate commemorative exercises and educational experiences so that they may acquire the knowledge, skills, and principles essential for informed, responsible citizenship in a democratic society.

CSBA NOTE: Education Code 37220 lists holidays on which district schools must be closed. See the accompanying administrative regulation. Pursuant to Education Code 37220, the Governing Board may designate any other day as a holiday.

District schools shall be closed on the holidays specified in Education Code 37220 and on any other day designated as a holiday by the Board. The Board may, by adoption of a resolution, revise the date upon which schools close in observance of any holiday except Veterans Day, which shall be celebrated on its actual date. (Education Code 37220)

In addition, the Board may, through the adoption of a resolution, authorize the display of symbolic flags or banners in support of specific awareness months.

Policy Reference UPDATE Service
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State	Description
Ed. Code 37220-37222.21	Holidays and commemorative events
Ed. Code 44015.1	Week of the School Administrator
Ed. Code 45203	Paid holidays
Ed. Code 45460	Classified School Employee Week
Ed. Code 49110.5	Workplace Readiness Week
Ed. Code 52720-52730	Patriotic exercises and instruction
Gov. Code 3540-3549.3	Public education employer-employee relations
Gov. Code 430-439	Display of flags

Federal	Description
36 USC 106	Constitution Day and Citizenship Day
4 USC 6	Time and occasion for display of flag

Management Resources	Description
Court Decision	Newdow v. Rio Linda Union School District (9th Cir. 2010) 597 F.3d 1007
Court Decision	West Virginia State Board of Education et al. v. Barnette et al. (1943) 319 U.S. 624
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, History/Social Science Instructional Materials
Website	CSBA

Cross References

Code	Description
1330	Use Of School Facilities
1330	Use Of School Facilities
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
5113.2	Work Permits
6111	School Calendar
6117	Year-Round Schedules
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.94	History-Social Science Instruction
6143	Courses of Study
6144	Controversial Issues
6145.8	Assemblies And Special Events
6178.1	Work-Based Learning

Regulation 6175: Migrant Education Program **Status:** ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 10/15/2020 **| Last Reviewed Date:** 10/15/2020

Eligibility

Students age 3 to 21 years shall be eligible for the district's migrant education program if they, their parents/guardians, or their spouses are migratory agricultural wo the district due to economic necessity and engaged in new temporary or seasonal employment or personal subsistence in agriculture or fishing. If such employment considered migrant students if they, their parents/guardians, or their spouses actively sought such new employment and have a recent history of moves for temporar 6399; 34 CFR 200.81)

A student who ceases to be a migrant student during a school term shall be eligible for services until the end of the term. If comparable services are not available thro continue to receive services for one additional school year.

Enrollment

A migrant student shall be immediately enrolled in the district even if the student: (Education Code 48204.7)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, medical records, including, but not limite documentation

If a migrant student experiences a change in residence, the student may remain enrolled in the school of origin for the duration of the student's status as a migrant st

If a student's status as a migrant student changes during a school year, the Superintendent or designee shall allow the student to continue at the school of origin thro 48204.7)

A migrant student who is transitioning between school grade levels shall be allowed to continue in the district of origin in the same attendance area to provide the st with the established feeder patterns of school districts. A migrant student who is transitioning to a middle school designated for matriculation in another school distri 48204.7)

The Superintendent or designee shall inform a migrant student and the student's parent/guardian of the impact of remaining in the school of origin on the student's e Education Code 54440-54445. (Education Code 48204.7)

The Superintendent or designee may, but is not required to, provide transportation to enable a migrant student to attend the school of origin, unless otherwise requir

Student Records

The Superintendent or designee shall maintain records documenting the eligibility of students enrolled in the district's migrant education program. However, the distr citizenship or immigration status of students or their family members for the purpose of determining eligibility for migrant education services.

The Superintendent or designee shall acquire education and health records from migrant students' previous school districts, as appropriate.

When a migrant student transfers to another district, the student's records shall be provided to the receiving district upon request at no cost in order to assist that dis

Program Components

The migrant education program shall include all of the following components: (Education Code 54443.1)

1. A general needs assessment summarizing the needs of the population to be served
2. A comprehensive program to meet the educational, health, and related needs of participating students which supplements the district program and includes, bu
    a. Instructional services, including academic, remedial and compensatory, bilingual-crosscultural, and career technical instruction
    b. Counseling and career education services
    c. Preschool services in accordance with Education Code 54443
    d. Other educational services that are not otherwise available in sufficient quantity or quality to eligible migrant students
    e. The acquisition of instructional materials and equipment necessary to adequately provide the appropriate services
    f. Other related services to meet the special needs of eligible migrant students to enable them to participate effectively in instructional services
    g. The coordination and teaming of existing resources serving migrant students, such as bilingual-crosscultural education, health screening, and compensato
3. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment, including assessments concurre crosscultural education, school improvement programs, and other programs serving the student
4. A brief individual learning plan listing the services to be provided to each student, which shall be given to the parent/guardian in writing or at a parent/guardian district
5. Staffing and staff development plans and practices to meet the needs of students and implement the program
6. Parent/guardian and community involvement as specified in Education Code 54444.2, including, but not necessarily limited to, the establishment of a parent/g in planning, operating, and evaluating the district's migrant education program

The migrant education program shall provide for the same opportunities for parent/guardian involvement that are provided to parents/guardians for federal Tit

7. Evaluations which include annual student progress and overall program effectiveness and quality control reports

Contingent upon funding, the district shall provide home-based and/or school-based family literacy services to migrant families to enhance literacy levels, parenting s

Summer School

The district shall conduct summer school program(s) for eligible migrant students. The summer school program shall respond to the individual needs of participating st instructional programs offered to these students during the regular school year. Coursework shall be of the same level of difficulty in each subject as that provided to district in the preceding year. (Education Code 54444.3)

Teachers in the summer school program shall have cultural training or background and understanding of the special needs of migrant students and possess the proper assigned. (Education Code 54444.3)

The program shall comply with the following requirements for instructional time: (Education Code 54444.3)

1. For kindergarten class, a minimum of 180 minutes per day, including recesses, for not less than 20 instructional days
2. For grades 1-8, a minimum of 200 minutes per day, including recesses and passing time but excluding noon intermissions, for not less than 20 instructional days
3. For grades 7-12, a minimum of 240 minutes per day, including passing time but excluding noon intermissions, for not less than 30 instructional days

When district facilities that are suitable for the summer climate are available, the district shall make facilities available at cost to other agencies that request facilities approved by the Superintendent of Public Instruction, the district may jointly offer facilities with a neighboring district to meet the needs of the migrant summer scho

Parent Advisory Council

The parent advisory council shall be comprised of members who are knowledgeable of the needs of migrant students and shall be elected by the parents/guardians o The composition of the council shall be determined by the parents/guardians at a general meeting to which all parents/guardians of participating students shall be inv they understand, that they have the sole authority to decide on the composition of the council. (Education Code 54444.2)

At least two-thirds of the advisory council shall consist of parents/guardians of migrant students. (Education Code 54444.2)

All parent/guardian candidates for the council shall be nominated by parents/guardians. Nonparent candidates, such as teachers, administrators, other school personn represent. All other community candidates shall be nominated by the parents/guardians. (Education Code 54444.2)

The parent/guardian advisory council shall meet at least six times during the year and shall: (Education Code 54444.4)

1. Establish program goals, objectives, and priorities
2. Review annual needs assessments, program activities for each school, and individual learning plans
3. Advise on the selection, development, and reassignment of migrant education program staff
4. Participate actively in planning and negotiating program applications and service agreements
5. Perform all other responsibilities required under state and federal laws or regulations

The Superintendent or designee shall establish and implement a training program for advisory council members to enable them to carry out their responsibilities. The council and shall include appropriate training materials in a language understandable to each member. (Education Code 54444.2)

The Superintendent or designee shall provide the council, without charge, a copy of all applicable state and federal migrant education statutes, rules, regulations, guid request, these materials also shall be provided without charge to each member of the council. (Education Code 54444.2)

Notification and Complaints

Information regarding the educational rights of migrant students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform compla parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of migrant students, as specified in Education Code 51225.1 or 51225.2, 1312.3 - Uniform Complaint Procedures.

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
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 37220	School calendar
Ed. Code 41601.6	Extended school year program for migratory students
Ed. Code 48204.7	Enrollment
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Transfer of coursework and credit
Ed. Code 51225.3	High school graduation requirements
Ed. Code 54440-54445	Migrant children

Federal References	Description
20 USC 6311	State plan
20 USC 6391-6399	Education of migratory children
20 USC 7881	Participation of private school students
34 CFR 200.81-200.89	Migrant education program

Management Resources References	Description
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	2017 State Service Delivery Plan
U.S. Department of Education Publication	Education of Migratory Children Under Title I, Part C of the Elementary and Secondary Education Act of 1965, Non-Regulatory Guidance, rev. March 2017
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Migrant Education Office
Website	U.S. Department of Education, Office of Migrant Education
Website	West Ed, Migrant Student Information Network
Website	CSBA

Cross References	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1312.3-E PDF(3)	Uniform Complaint Procedures
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Regulation 6175: Migrant Education Program **Status:** ADOPTED

Original Adopted Date: 07/01/2003 | **Last Revised Date:** ~~12~~03/01/2019~~20~~24 | **Last Reviewed Date:** ~~12~~03/01/~~2019~~2024

CSBA NOTE: The following optional administrative regulation reflects requirements of the migrant education program established pursuant to federal Title I, Part C (20 USC 6391-6399) and Education Code 54440-54445 and should be revised to reflect the district's agreement with the regional service center.

Education Code 51225.2 describes this group of highly mobile students as "a pupil who is a migratory child" and the California Department of Education's (CDE) Uniform Complaint Procedures 2023-24 Federal Program Monitoring (FPM) instrument describes this group as "students who are migratory," which is reflected in the use of this description throughout the administrative regulation. The following administrative regulation may be revised to reflect terminology preferred by the district and local community.

Eligibility

CSBA NOTE: Student eligibility for migrant education services is based on criteria delineated in 20 USC 6399 and 34 CFR 200.81. Eligibility is established through an interview conducted by a migrant education recruiter, who is employed by either the regional service center or district and has received specialized training and authorization to identify and recruit families for the migrant education program. Recruitment and identification procedures are detailed in ~~the California Department of Education's (CDE)~~CDE's 2017 ,"State Service Delivery Plan.,"

Pursuant to 34 CFR 200.89, regional service centers are required to annually validate eligibility through the re-interview of parents/guardians of a randomly selected sample of students previously identified as ~~migrant~~migratory.

Students age 3 to 21 years shall be eligible for the district's migrant education program if they, their parents/guardians, or their spouses are migratory agricultural workers or fishers who, in the preceding 36 months, moved into the district due to economic necessity and engaged in new temporary or seasonal employment or personal subsistence in agriculture or fishing. If such employment was not secured soon after the move, students may be considered ~~migrant~~ students who are migratory if ~~they, their~~the student, the student's parents/guardians, or ~~their spouses~~the student's spouse actively sought such new employment and have a recent history of moves for temporary or seasonal agricultural or fishing employment. (20 USC 6399; 34 CFR 200.81)

CSBA NOTE: The last sentence of the following paragraph should be deleted by districts that do not offer classes at the secondary level.

A student who ceases to be a ~~migrant~~ student who is migratory during a school term shall be eligible for services until the end of the term. If comparable services are not available through other programs, a student who is no longer migratory may continue to receive services for one additional school year. Students who were eligible for services in secondary school may continue to be served

through credit accrual programs until graduation. (20 USC 6394)

Enrollment

~~CSBA NOTE: The following section reflects enrollment rights granted to migrant students pursuant to Education Code 48204.7, as added by AB 1319 (Ch. 458, Statutes of 2019).~~

A ~~migrant~~ student who is migratory shall be immediately enrolled in the district even if the student: (Education Code 48204.7)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

2. Does not have clothing normally required by the school, such as school uniforms

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, medical records, including, but not limited to, records or other proof of immunization history, or other documentation

If a ~~migrant~~ student who is migratory experiences a change in residence, the student may remain enrolled in the school of origin for the duration of the student's status as a ~~migrant~~ student. who is migratory. (Education Code 48204.7)

If a student's status as a ~~migrant~~ student who is migratory changes during a school year, the Superintendent or designee shall allow the student to continue at the school of origin through the duration of that school year or, if the student is enrolled in a high school, through graduation. (Education Code 48204.7)

A ~~migrant~~ student who is migratory and is transitioning between school grade levels shall be allowed to continue in the district of origin in the same attendance area to provide the student the benefit of matriculating with peers in accordance with the established feeder patterns of school districts. A ~~migrant~~ student who is migratory and is transitioning to a middle school or high school designated for matriculation in another school district shall be allowed to enroll in that school. (Education Code 48204.7)

The Superintendent or designee shall inform a ~~migrant~~ student who is migratory and the student's parent/guardian of the impact of remaining in the school of origin on the student's eligibility to receive migrant education services pursuant to Education Code 54440-54445. (Education Code 48204.7)

The Superintendent or designee may, but is not required to, provide transportation to enable a ~~migrant~~ student who is migratory to attend the school of origin, unless otherwise required by federal law., ~~or~~ provide programs for online instruction as a substitute for physical attendance. (Education Code 48204.7)

Student Records

CSBA NOTE: Pursuant to 34 CFR 200.89, CDE and agencies operating migrant education programs must maintain a Certificate of Eligibility form and any additional documentation needed to confirm

each student's eligibility.

Education Code 234.7 prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members, except as required by law or to administer a state or federally supported educational program. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information to U.S. Immigration and Customs Enforcement. See BP/AR 5145.13 - Response to Immigration Enforcement.

The Superintendent or designee shall maintain records documenting the eligibility of students enrolled in the district's migrant education program. However, the district shall not collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining eligibility for migrant education services.

CSBA NOTE: 20 USC 6398 requires districts receiving migrant education funds to make student records available at no cost to another district that requests the records, if the request is made to meet the needs of a ~~migrant~~ student who is migratory. State law requiring the transfer of records for all students is reflected in BP/AR 5125 - Student Records. In California, the Migrant Student Information Network, developed and maintained by WestEd, assists CDE and each regional center with ~~migrant student~~ data collection and reporting regarding students who are migratory. See the section "Transfer of Coursework and Credits" below for the transfer of the transcript of a high school student who is migratory.

The Superintendent or designee shall acquire education and health records from ~~migrant students'~~ the previous school districts of a student who is migratory, as appropriate.

When a ~~migrant~~ student who is migratory transfers to another district, the student's records shall be provided to the receiving district upon request at no cost in order to assist that district in meeting the needs of the student. (20 USC 6398)

Program Components

CSBA NOTE: The following section may be revised to reflect the district's service agreement with the regional service center.

The migrant education program shall include all of the following components: (Education Code 54443.1)

1. A general needs assessment summarizing the needs of the population to be served

2. A comprehensive program to meet the educational, health, and related needs of participating students which supplements the district program and includes, but is not limited to:

    a. Instructional services, including academic, remedial and compensatory, bilingual- crosscultural, and career technical instruction

    b. Counseling and career education services

    c. Preschool services in accordance with Education Code 54443

d. Other educational services that are not otherwise available in sufficient quantity or quality to eligible ~~migrant~~ students who are migratory

e. The acquisition of instructional materials and equipment necessary to adequately provide the appropriate services

f. Other related services to meet the special needs of eligible ~~migrant~~ students who are migratory to enable them to participate effectively in instructional services

g. The coordination and teaming of existing resources serving ~~migrant~~ students who are migratory, such as bilingual-crosscultural education, health screening, and compensatory education

3. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment, including assessments concurrently provided pursuant to compensatory education, bilingual-crosscultural education, school improvement programs, and other programs serving the student

4. A brief individual learning plan listing the services to be provided to each student, which shall be given to the parent/guardian in writing or at a parent/guardian conference, annually and when the student moves to a new district

5. Staffing and staff development plans and practices to meet the needs of students and implement the program

6. Parent/guardian and community involvement as specified in Education Code 54444.2, including, but not necessarily limited to, the establishment of a parent/guardian advisory council to actively involve parents/guardians in planning, operating, and evaluating the district's migrant education program

CSBA NOTE: 20 USC 6394 requires "the same" parent involvement in migrant education programs as is required for Title I programs for disadvantaged students (see BP/AR 6020 - Parent Involvement), unless extraordinary circumstances make such provision impractical.

7. The migrant education program shall provide for the same opportunities for parent/guardian involvement that are provided to parents/guardians for federal Title I programs. (20 USC 6394)

8. Evaluations which include annual student progress and overall program effectiveness and quality control reports

~~CSBA NOTE: The following optional paragraph is for use by districts that offer a Migrant Education Even Start family literacy program pursuant to 20 USC 6381-6381k and 34 CFR 200.80 and may be revised to reflect district practice.~~

~~Contingent upon funding, the district shall provide home-based and/or school-based family literacy services to migrant families to enhance literacy levels, parenting skills, and English language skills of parents/guardians.~~

Summer School and Extended School Year Program

CSBA NOTE: Pursuant to Education Code 54444.3, each district receiving federal migrant education funding is required to conduct summer school programs for eligible students who are migratory. Before establishing the program, the district must submit an application for approval to the Superintendent of Public Instruction. The following section may be revised to reflect the grade levels offered by the district.

The district shall conduct summer school program(s) for eligible ~~migrant~~ students who are migratory. The summer school program shall respond to the individual needs of participating students and shall build on and be consistent with the instructional programs offered to these students during
the regular school year. Coursework shall be of the same level of difficulty in each subject as that provided to students enrolled in regular classes of instruction within the district in the preceding year. (Education Code 54444.3)

Teachers in the summer school program shall have cultural training or background and understanding of the special needs of ~~migrant~~ students who are migratory and possess the proper credential for the subjects and grade levels to which they are assigned. (Education Code 54444.3)

The program shall comply with the following requirements for instructional time: (Education Code 54444.3)

1. For kindergarten class, a minimum of 180 minutes per day, including recesses, for not less than 20 instructional days

2. For grades 1-8, a minimum of 200 minutes per day, including recesses and passing time but excluding noon intermissions, for not less than 20 instructional days

3. For grades 7-12, a minimum of 240 minutes per day, including passing time but excluding noon intermissions, for not less than 30 instructional days

CSBA NOTE: Pursuant to Education Code 54444.3, holidays on which schools are required to be closed, as specified in Education Code 37220, may be deducted from the required number of teaching days. For more information regarding holidays on which schools are required to be closed, see AR 6115 – Ceremonies and Observances.

The number of instructional days may be less than as described above if, during the summer school program, there is a holiday for which schools are required to be closed. (Education Code 37220, 54444.3).

When district facilities that are suitable for the summer climate are available, the district shall make facilities available at cost to other agencies that request facilities for the operation of migrant summer school programs. ~~-~~unless just cause for denial exists. When approved by the Superintendent of Public Instruction, the district may jointly offer facilities with a neighboring district to meet the needs of the migrant summer school program for the entire area. (Education Code 54444.3)

CSBA NOTE: Pursuant to Education Code 41601.6, to mitigate lost instructional time due to family movement related to migratory agricultural employment, up to two local educational agencies may request authorization from CDE to provide an extended school year program to students who are migratory who, due to family movement, enroll in transitional kindergarten, kindergarten, or any of grades 1-6, on or after March 1 of the school year and depart on or before December 1 of the next

school year, which includes the receipt of specified average daily attendance funding for such students.

If the district receives authorization and average daily attendance funding from the California Department of Education to provide an extended school year program to students who are migratory who, due to family movement, enroll in transitional kindergarten, kindergarten, or any of grades 1-6, on or after March 1 of the school year and depart on or before December 1 of the next school year, the Superintendent or designee shall operate the program in accordance with Education Code 41601.6. (Education Code 41601.6)

Transfer of Coursework and Credits

CSBA NOTE: The following section is for use by districts maintaining high schools. Education Code 51225.2 addresses the transferability of coursework and credits completed by a student enrolled in a migrant education program, as provided below.

Education Code 51225.2 requires the transferring school to include in the student's educational record a determination of days of enrollment and/or seat time and an official transcript with full and partial credits earned, or any measure of full or partial coursework being satisfactorily completed.

When a student enrolled in a migrant education program transfers into a district school, the district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the student and includes: (Education Code 51225.2)

1. A determination of the days of enrollment and/or seat time, if applicable, for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed

   Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course

2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned

3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school along with all academic and other records within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full credit for any coursework that the student who is migratory

has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school.

CSBA NOTE: Pursuant to Education Code 51225.2, districts are not authorized to require a student who is migratory who has completed an entire course to retake the course.

If the entire course was completed, the district shall not require the student who is migratory to retake the course. (Education Code 51225.2

If the entire course was not completed at the previous school, the student who is migratory shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course. However, the district may require the student who is migratory to retake the portion of the course completed if, in consultation with the educational rights holder for the student who is migratory, the district finds that the student who is migratory is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a student who is migratory in any particular course, the student who is migratory shall be enrolled in the same or equivalent course, if applicable, to enable the completion of the entire course. (Education Code 51225.2)

CSBA NOTE: Although Education Code 51225.2 requires districts to award partial credits to students who are migratory who transfer from school to school, there is no uniform system for calculating and awarding partial credits. To ensure consistency in the treatment of foster youth, the California Child Welfare Council, in its, "Partial Credit Model Policy and Practice Recommendations," available on its website, recommends the approach specified in the following optional paragraph, which may be revised to reflect district practice.

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a student who is migratory from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

CSBA NOTE: The following section is for use by districts maintaining high schools.

To obtain a high school diploma, ~~migrant students~~a student who is migratory shall complete all courses required by Education Code 51225.3 and shall generally fulfill any additional local graduation requirements prescribed by the Board.

~~CSBA NOTE: Whenever a migrant student transfers between districts or schools in grades 11-12, Education Code 51225.1 exempts such students from the requirement to complete district-established graduation requirements that are in addition to the state requirements, under the conditions described below. Also see BP 6146.1 - High School Graduation Requirements.~~

However, when a ~~migrant~~ student who is migratory has completed the second year of high school and transfers into ~~the~~a district ~~or transfers between high schools within the district~~school, the

student shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the student's fourth year of high school. Within 30 calendar days of the student's transfer, the Superintendent or designee shall notify the student and the ~~student's~~student's parent/guardian of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the termination of the court's jurisdiction over the student ~~no longer meets the definition of a migrant student.~~. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, to determine whether a student with significant gaps in school attendance is in the third or fourth year of high school, the student's age as compared to the average age of students in the third or fourth year of high school may be used.

To determine whether a ~~migrant~~ student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer ~~or the length of school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)~~ , the length of school enrollment, or, for a student with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, whichever qualifies the student for the exemption. (Education Code 51225.1)

~~The Superintendent or designee shall notify any migrant student who is granted an exemption and the student's parent/guardian how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)~~

~~The district shall not require or request a migrant student to transfer schools in order to qualify for an exemption, and no request for a transfer solely to qualify for an exemption shall be made by a migrant student or parent/guardian. (Education Code 51225.1)~~

~~If a migrant student is exempted from local graduation requirements, the exemption shall continue to apply after the student no longer meets the definition of a migrant student if the student is still enrolled in school or transfers to another school or district. (Education Code 51225.1)~~

~~Upon making a finding that a migrant student is reasonably able to complete district graduation requirements within a fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)~~

CSBA NOTE: Education Code 51225.1 requires the district to exempt a student who qualifies for an exemption from district-established graduation requirements, under the circumstances described below.

If a student who is migratory was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the student's educational rights holder may request the exemption and ~~parent/guardian of the~~ the Superintendent or designee shall exempt the student within 30 days of the request. A student may request the exemption even if the student is no longer a student who is migratory. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1 the district is required to reevaluate a student's eligibility for an exemption from district-established graduation requirements, as described below.

When the Superintendent or designee determines that a student who transferred into a district school is reasonably able to complete district-established graduation requirements by the end of the student's fourth year of high school, the student shall not be exempted from those requirements. Within 30 calendar days of the following academic year, the student shall be reevaluated based on the student's course completion status at the time, to determine if the student continues to be reasonably able to complete the district-established graduation requirements in time to graduate by the end of the student's fourth year of high school. Written notice as to whether the student then qualifies for exemption shall be provided to the student, the student's educational rights holder, and if applicable, to the student's social worker or probation officer. (Education Code 51225.1)

If, upon reevaluation, it is determined that the student who is migratory is not reasonably able to complete the district-established graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Superintendent or designee shall provide the student with the option to ~~remain in~~ receive an exemption from district-established graduation requirements or stay in school for a fifth year to complete the ~~district's~~district-established graduation requirements upon agreement with the student, or if under 18 years of age, the student's educational rights holder, and shall provide notifications in accordance with Education Code 51225.1. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, the district is required to consult with a student who is migratory who is granted an exemption from district-established graduation requirements and the student's educational rights holder, as described below.

When a student who is migratory is exempted from district-established graduation requirements, the Superintendent or designee shall consult with the student and the student's educational rights holder about the following: (Education Code 51225.1)

1. Discussion of how any requirements that are waived may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution

2. Discussion and information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges

3. Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption

The district shall not require or request a student who is migratory to transfer schools in order to qualify for an exemption and shall not grant any request made by a student who is migratory or the student's parent/guardian for a transfer solely to qualify for an exemption. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1 prohibits the district from requiring a student who is eligible for an exemption from district-established graduation requirements from accepting the exemption or being denied enrollment, as described below.

The Superintendent or designee shall not require a student who is migratory who is eligible for an exemption from district-established graduation requirements and would otherwise be entitled to remain in attendance at the school, to accept the exemption or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether such courses are required for statewide graduation requirements. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1 prohibits the district from revoking a student's exemption from district-established graduation requirements.

If a student who is migratory is exempted from district-established graduation requirements, the exemption shall not be revoked. Additionally, the exemption shall continue to apply after the student no longer meets the definition of a student who is migratory while still enrolled in the school or if the student transfers to another school, including a charter school, or school district. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, the district may not require or request a student who is exempted from district-established graduation requirements and completes statewide coursework requirements before the end of the student's fourth year of high school to graduate early, as described below.

The Superintendent or designee shall not require or request that an eligible student who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, if the district determines that a student who is eligible for the exemption from district-established graduation requirements is reasonably able to complete those requirements in time to graduate from high school by the end of the student's fifth year, the district is required to provide the following.

Upon making a finding that a student who is migratory is reasonably able to complete district-established graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. ~~Inform~~ Consult with the student and, if under 18 years of age, the student's educational rights holder, of the option to remain in school for a fifth year to complete the district-established graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution

2. ~~Provide~~Consult with and provide information to the student about transfer opportunities available through the California Community Colleges

3. Upon agreement with the student or ~~parent/guardian~~with the student's educational rights holder if under 18 years of age, permit the student to stay in school for a fifth year to complete the ~~district's~~district-established graduation requirements

CSBA NOTE: Pursuant to Education Code 51225.1, until January 1, 2028, when a student who is migratory has completed the second year of high school transfers into the district or transfers between high schools within the district, and is not reasonably able to complete the district-established graduation requirements, but is reasonably able to complete the statewide coursework requirements, within the student's fifth year of high school, the district is required to exempt the student from the district-established graduation requirements and provide the student with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, consultation with the student and the student's educational rights holder is required, as provided below.

When a student who is migratory has completed the second year of high school transfers into the district or between high schools within the district, and the Superintendent or designee determines that the student is not reasonably able to complete the district-established graduation requirements within the student's fifth year of high school but is reasonably able to complete the statewide coursework requirements within the fifth year of high school, the student shall be exempted from all district-established graduation requirements and be provided with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, the Superintendent or designee shall consult with the student and the student's educational rights holder, regarding the following: (Education Code 51225.1)

1. The student's option to remain in school for a fifth year to complete statewide coursework requirements

2. The effect of waiving the district-established requirements and remaining in school for a fifth year on the student's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education

3. Other options available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges

4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements

Parent Advisory Council

The parent advisory council shall be comprised of members who are knowledgeable of the needs of ~~migrant~~ students who are migratory and shall be elected by the parents/guardians of students enrolled in the district's migrant education program. The composition of the council shall be determined by the parents/guardians at a general meeting to which all parents/guardians of participating students shall be invited. The parents/guardians shall be informed, in a language they understand, that they have the sole authority to decide on the composition of the council. (Education Code 54444.2)

At least two-thirds of the advisory council shall consist of parents/guardians of ~~migrant~~ students who are migratory. (Education Code 54444.2)

All parent/guardian candidates for the council shall be nominated by parents/guardians. Nonparent

candidates, such as teachers, administrators, other school personnel, or students, shall be nominated by the groups they represent. All other community candidates shall be nominated by the parents/guardians. (Education Code 54444.2)

The parent/guardian advisory council shall meet at least six times during the year and shall: (Education Code 54444.4)

1. Establish program goals, objectives, and priorities

2. Review annual needs assessments, program activities for each school, and individual learning plans

3. Advise on the selection, development, and reassignment of migrant education program staff

4. Participate actively in planning and negotiating program applications and service agreements

5. Perform all other responsibilities required under state and federal laws or regulations

The Superintendent or designee shall establish and implement a training program for advisory council members to enable them to carry out their responsibilities. The training program shall be developed in consultation with the council and shall include appropriate training materials in a language understandable to each member. (Education Code 54444.2)

The Superintendent or designee shall provide the council, without charge, a copy of all applicable state and federal migrant education statutes, rules, regulations, guidelines, audits, monitoring reports, and evaluations. Upon request, these materials also shall be provided without charge to each member of the council. (Education Code 54444.2)

Notification and Complaints

CSBA NOTE: Education Code 51225.1 and 51225.2 provide that complaints of noncompliance with specified requirements related to the educational rights of ~~migrant~~ students who are migratory may be filed in accordance with the uniform complaint procedures specified in 5 CCR 4600-4670. As with other complaints covered under the uniform complaint procedures, a complainant may appeal the district's decision to CDE and, if the district or CDE finds any merit in the complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures. Information regarding the educational rights of ~~migrant~~ students who are migratory, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of ~~migrant~~ students who are migratory, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in ~~AR~~Administrative Regulation 1312.3 - Uniform Complaint Procedures.

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 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 37220	School calendar
Ed. Code 41601.6	Extended school year program for migratory students
Ed. Code 48204.7	Enrollment
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Transfer of Coursework and Credit
Ed. Code 51225.3	High school graduation requirements
Ed. Code 54440-54445	Migrant children

Federal	Description
20 USC 6311	State plan
~~20 USC 6381-6381k~~	~~Even Start Family Literacy Program~~
20 USC 6391-6399	Education of migratory children
20 USC 7881	Participation of private school students
34 CFR 200.81-200.89	Migrant education program

Management Resources	Description
California Department of Education Publication	2017 State Service Delivery Plan
U.S. Department of Education Publication	Education of Migratory Children Under Title I, Part C of the Elementary and Secondary Education Act of 1965, Non-Regulatory Guidance, rev. March 2017
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013 (https://www.chhs.ca.gov/wp-content/uploads/2017/06/Committees/California-Child-Welfare-Council/Council-Meeting-Information/Council-

	Meeting-Info-Archive/Partial-Credit-Model-Policy-and-Practice-Recommendations.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Migrant Education Office
Website	U.S. Department of Education, Office of Migrant Education
Website	West Ed, Migrant Student Information Network
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
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
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy

5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6115	Ceremonies and Observances
6146.1	High School Graduation Requirements
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services

6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education

Policy 6175: Migrant Education Program

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

The Board of Education desires to provide a comprehensive program for migrant students that attempts to mitigate the impact of educational disruption, cultural and language barriers, social isolation, health-related problems, and other factors that may inhibit their ability to succeed in school. The district shall make use of available funds to provide supplementary services for migrant students.

The Superintendent or designee shall cooperate with the regional migrant service center in outreach and identification of eligible migrant students and in the provision of migrant education services. The Superintendent or designee shall also coordinate migrant education services with other programs within the district and with other public agencies that serve migrant workers and their families.

The district shall give first priority for services to migrant students who are failing, or are most at risk of failing, to meet state academic standards or have dropped out of school. (20 USC 6394)

The district shall provide services to eligible private school students residing within the district on an equitable basis with participating public school students. (20 USC 7881; 34 CFR 200.87)

The Superintendent or designee shall ensure that each migrant student is placed at the appropriate grade level upon enrollment and is provided services in accordance with an individual needs assessment and learning plan.

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
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 37220	School calendar
Ed. Code 41601.6	Extended school year program for migratory students
Ed. Code 48204.7	Enrollment
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Transfer of coursework and credit
Ed. Code 51225.3	High school graduation requirements
Ed. Code 54440-54445	Migrant children

Federal References	Description
20 USC 6311	State plan
20 USC 6391-6399	Education of migratory children
20 USC 7881	Participation of private school students
34 CFR 200.81-200.89	Migrant education program

Management Resources References	Description
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	2017 State Service Delivery Plan

U.S. Department of Education Publication	Education of Migratory Children Under Title I, Part C of the Elementary and Secondary Education Act of 1965, Non-Regulatory Guidance, rev. March 2017
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Migrant Education Office
Website	U.S. Department of Education, Office of Migrant Education
Website	West Ed, Migrant Student Information Network
Website	CSBA

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1312.3-E PDF(3)	Uniform Complaint Procedures
1312.3-E PDF(4)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry

5141.6	School Health Services
5141.6	School Health Services
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5145.6-E PDF(2)	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6115	Ceremonies And Observances
6115	Ceremonies And Observances
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs

Policy 6175: Migrant Education Program

Status: ADOPTED

Original Adopted Date: 07/01/2003 | **Last Revised Date:** ~~12~~03/01/2018~~2024~~ | **Last Reviewed Date:** ~~12~~03/01/~~2018~~2024

CSBA NOTE: The following optional policy is for use by districts that have established migrant education programs pursuant to federal Title I, Part C (20 USC 6391-6399) and Education Code 54440-54445. In California, most districts that provide migrant education services operate pursuant to service agreements with regional service centers pursuant to Education Code 54444.1. The district submits a service application to the regional center, which then submits a regional application to the California Department of Education (CDE). The following policy and accompanying administrative regulation should be revised as necessary to reflect the district's agreement with its regional service center.

During the Federal Program Monitoring (FPM) process, CDE will review whether the district is fulfilling the major legal requirements for implementation of the program. Education Code 51225.2 describes this group of highly mobile students as "a pupil who is a migratory child" and CDE's Uniform Complaint Procedures 2023-24 FPM instrument describes this group as "pupils who are migratory", which is reflected in the use of this description throughout the policy. The following policy may be revised to reflect terminology preferred by the district and local community.

Pursuant to Education Code 41601.6, up to two local educational agencies may request authorization from CDE to provide an extended school year program to specified students who are migratory, which includes average daily attendance funding for such students; see the accompanying administrative regulation.

The Governing Board desires to provide a comprehensive program for ~~migrant~~ students who are migratory that attempts to mitigate the impact of educational disruption, cultural and language barriers, social isolation, health-related problems, and other factors that may inhibit their ability to succeed in school. The district shall make use of available funds to provide supplementary services for ~~migrant~~ students. who are migratory.

The Superintendent or designee shall cooperate with the regional migrant service center in outreach and identification of eligible ~~migrant~~ students who are migratory and in the provision of migrant education services. The Superintendent or designee shall also coordinate migrant education services with other programs within the district and with other public agencies that serve migrant workers and their families.

CSBA NOTE: 20 USC 6394, as amended by ~~the Every Student Succeeds Act (P.L. 114-95),~~ establishes priority for services for ~~migrant~~ students who are migratory who are failing or at risk of failing to meet state standards or have dropped out of school. According to CDE's 2017 "State Service Delivery Plan," for purposes of establishing priority for services, students are considered to be failing or at risk of failing to achieve state standards if they (1) score at Level ~~1-2 (standard not met or standard nearly met) on the English language or mathematics~~ summative assessments of the California Assessment of Student Performance and Progress, or (2) score at Levels 1-3

(beginning to moderately developed English skills) on the English Language Proficiency Assessments for California.

The district shall give first priority for services to ~~migrant~~ students who are migratory who are failing, or are most at risk of failing, to meet state academic standards or have dropped out of school. (20 USC 6394)

CSBA NOTE: 20 USC 7881 requires that eligible private school students residing within the district be provided an opportunity to receive services on an equitable basis with public school students, as provided below. See AR 6171 - Title I Programs for further information about requirements pertaining to such participation.

The district shall provide services to eligible private school students residing within the district on an equitable basis with participating public school students. (20 USC 7881; 34 CFR 200.87)

CSBA NOTE: Education Code 54443.1 requires that local migrant education programs conduct an individual assessment of the educational and health needs of each ~~migrant~~ student who is migratory and prepare a brief individual learning plan listing the services to be provided to each student; see the accompanying administrative regulation. These duties may be performed by either the district or the regional service center depending on their agreement.

The Superintendent or designee shall ensure that each ~~migrant~~ student who is migratory is placed at the appropriate grade level upon enrollment and is provided services in accordance with an individual needs assessment and learning plan.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice, including specific indicators that the Governing Board and Superintendent or designee agree to use in evaluating program effectiveness.

The Superintendent or designee shall annually report to the Board regarding student performance on statewide assessments of core academic subjects and English language development, as appropriate, for students enrolled in the district's migrant education program. In addition, the Superintendent or designee shall periodically report to the Board regarding the alignment of district services with the needs of students as identified in student needs assessments conducted pursuant to Education Code 54443.1. As necessary, the Board shall seek technical assistance from the migrant education regional service center and/or make changes in the services provided by the district in order to improve student achievement.

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State	Description
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures

Ed. Code 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 37220	School calendar
Ed. Code 41601.6	Extended school year program for migratory students
Ed. Code 48204.7	Enrollment
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Transfer of Coursework and Credit
Ed. Code 51225.3	High school graduation requirements
Ed. Code 54440-54445	Migrant children

Federal	**Description**
20 USC 6311	State plan
~~20 USC 6381-6381k~~	~~Even Start Family Literacy Program~~
20 USC 6391-6399	Education of migratory children
20 USC 7881	Participation of private school students
34 CFR 200.81-200.89	Migrant education program

Management Resources	**Description**
California Department of Education Publication	2017 State Service Delivery Plan
U.S. Department of Education Publication	Education of Migratory Children Under Title I, Part C of the Elementary and Secondary Education Act of 1965, Non-Regulatory Guidance, rev. March 2017
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013 (https://www.chhs.ca.gov/wp-content/uploads/2017/06/Committees/California-Child-Welfare-Council/Council-Meeting-Information/Council-Meeting-Info-Archive/Partial-Credit-Model-Policy-and-Practice-Recommendations.pdf)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Migrant Education Office
Website	U.S. Department of Education, Office of Migrant Education
Website	West Ed, Migrant Student Information Network

Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
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
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming

5132	Dress And Grooming
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6115	Ceremonies and Observances
6146.1	High School Graduation Requirements
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6174	Education For English Learners

6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education

Regulation 6141.2: Recognition Of Religious Beliefs And Customs

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Reviewed Date:** 07/11/2019

Staff shall make every effort to schedule one-time events, such as examinations, school-sponsored trips, special laboratories, picture-taking days and class parties, to minimize conflicts with major religious holidays of all faiths.

Programs and Exhibits

When school programs and exhibits are in any way related to instruction about religion or religious holidays, the following guidelines shall be observed:

1. The Superintendent or designee shall ensure that school-sponsored programs are presented in an objective manner, consistent with Board policy.
2. The Superintendent or designee shall be kept informed of the program's development.
3. Program or exhibit planners shall take into consideration the diverse religious faiths represented in the community, student body and staff.
4. Upon written request of the parent/guardian, a student shall be excused from any part of health, family life or sex education which conflicts with the religious training, beliefs, or personal moral convictions of the parent/guardian or student. (Education Code 51240)

Alternate activities shall be provided for students who are so excused.

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 38130-38139	Civic Center Act
Ed. Code 46014	Absences for religious purposes
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51938	Right of parent/guardian to excuse from sexual health instruction

Federal References	Description
20 USC 4071-4074	Equal Access Act
20 USC 6061	School prayer
20 USC 7904	School prayer

Management Resources References	Description
California Department of Education Publication	Appendix F history social science framework for California public schools
Court Decision	Florey v. Sioux Falls (1980) 619 F.2d 1311
Court Decision	Fellowship of Christian Athletes v. San Jose Unified School District Board of Education (2023) 82 F.4th 664
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Cole v. Oroville Union High School District (2000, 9th Cir.) 228 F.3d 1092
Court Decision	Lassonde v. Pleasanton Unified School District (2003, 9th Cir.) 320 F.3d 979
Court Decision	Lemon v. Kurtzman (1971) 403 U.S. 602
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	CSBA District and County Office of Education Legal Services

Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education

Cross References	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1325	Advertising And Promotion
1330	Use Of School Facilities
1330	Use Of School Facilities
5113	Absences And Excuses
5113	Absences And Excuses
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5127	Graduation Ceremonies And Activities
5132	Dress And Grooming
5132	Dress And Grooming
5141.31	Immunizations
5141.31	Immunizations
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
6111	School Calendar
6115	Ceremonies And Observances
6115	Ceremonies And Observances
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6145.8	Assemblies And Special Events
6154	Homework/Makeup Work
6161.11	Supplementary Instructional Materials
6176	Weekend/Saturday Classes

Regulation 6141.2: Recognition Of Religious Beliefs And Customs **Status:** ADOPTED

Original Adopted Date: 05/01/1985 | **Last Revised Date:** 03/01/20042024 | **Last Reviewed Date:** 03/01/~~2004~~2024

~~CSBA NOTE: The following administrative regulation is optional and should be modified to reflect district practice.~~

~~Education Code 51938 specifies that a parent/guardian may request that his/her child be excused from sexual health and HIV/AIDS prevention education; see BP/AR 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction for language implementing this requirement.~~

CSBA NOTE: The following administrative regulation is optional and should be modified to reflect district practice. Appendix F of the California Department of Education's History and Social Science Framework, adopted in July 2016, offers guidance and support for educators regarding the recognition of religious beliefs and customs; concepts from the Appendix are reflected below.

The Superintendent or designee shall ensure the following for the recognition of religious beliefs and customs in district schools:

1. The approach to religion is academic and not devotional

2. The goal is for student awareness of religion in historical and contemporary societies

3. The students may not be pressed to accept any one religion

4. The school may include the study of religion as part of the history-social science curriculum, but the practice of religions may not be sponsored

5. The students may be exposed to and educated about a diversity of religious views and beliefs, but a particular view or belief may not be imposed, nor may any one religion be promoted or denigrated

Staff shall make every effort to schedule one-time events, such as examinations, school-sponsored trips, special laboratories, picture-taking days, and class parties, to minimize conflicts with major religious holidays of all faiths. such that no one faith is disproportionately impacted.

Programs and Exhibits

When school programs and exhibits are in any way related to instruction about religion or religious holidays, the following guidelines shall be observed:

1. The principal or designee shall ensure that school-sponsored programs are presented in an objective manner, consistent with Board policy.

2. The principal or designee shall be kept informed of the program's development.

3. Program or exhibit planners shall take into consideration the diverse religious faiths represented in the community, student body and staff.

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State	**Description**
Ed. Code 38130-38139	Civic Center Act
Ed. Code 46014	Absences for religious purposes
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51938	Right of parent/guardian to excuse from sexual health instruction
Federal	**Description**
20 USC 4071-4074	Equal Access Act
20 USC 6061	School prayer
20 USC 7904	School prayer
Management Resources	**Description**
Court Decision	Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092
Court Decision	Fellowship of Christian Athletes v. San Jose Unified School District Board of Education (2023) 82 F.4th 664
Court Decision	Florey v. Sioux Falls (1980) 619 F.2d 1311
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Lassonde v. Pleasanton Unified School District, (2003, 9th Cir.) 320 F.3d 979
Court Decision	Lemon v. Kurtzman, (1971) 403 U.S. 602
California Department of Education	Appendix F history social science framework for California public schools (www.cde.ca.gov/ci/hs/cf/documents/hssappendixf.pdf)
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, ~~February 2003~~May 2023 (https://www2.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html)

Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1325	Advertising And Promotion
1330	Use Of School Facilities
1330	Use Of School Facilities
5113	Absences And Excuses
5113	Absences And Excuses
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5127	Graduation Ceremonies And Activities
5132	Dress and Grooming
5141.31	Immunizations
5141.31	Immunizations
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
6111	School Calendar
6115	Ceremonies And Observances
6115	Ceremonies And Observances
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study

6143	Courses Of Study
6144	Controversial Issues
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6145.8	Assemblies And Special Events
6154	Homework/Makeup Work
6161.11	Supplementary Instructional Materials
6176	Weekend/Saturday Classes

Policy 6141.2: Recognition Of Religious Beliefs And Customs

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Reviewed Date:** 07/11/2019

The Board of Education recognizes that students' education would be incomplete without an understanding of the role of religion in society. As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with culture, literature or the arts. The Board expects that such instruction will identify principles common to all religions and foster respect for the diversity of religions and customs in the world.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is clearly forbidden in the public schools. Instruction about religion shall not promote or denigrate the beliefs or customs of any particular religion or sect, nor should a preference be shown for one religious viewpoint over another. Staff members shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces.

Staff shall not endorse, encourage or solicit religious or anti-religious expression or activities among students during class time. As part of their official duties, staff shall not lead students in prayer or other religious activities. However, staff shall not prohibit or discourage any student from praying or otherwise expressing his/her religious belief as long as this does not disrupt the classroom.

Students may express their beliefs about religion in their homework, artwork and other class work if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards.

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the public schools. School-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and classroom decorations may express seasonal themes that are not religious in nature.

Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for school-sponsored activities and programs if presented in an objective manner and as a traditional part of the cultural and religious heritage. The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and are temporary in nature.

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State References	Description
Ed. Code 38130-38139	Civic Center Act
Ed. Code 46014	Absences for religious purposes
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51938	Right of parent/guardian to excuse from sexual health instruction

Federal References	Description
20 USC 4071-4074	Equal Access Act
20 USC 6061	School prayer
20 USC 7904	School prayer

Management Resources References	Description
California Department of Education Publication	Appendix F history social science framework for California public schools
Court Decision	Florey v. Sioux Falls (1980) 619 F.2d 1311

Court Decision	Fellowship of Christian Athletes v. San Jose Unified School District Board of Education (2023) 82 F.4th 664
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Cole v. Oroville Union High School District (2000, 9th Cir.) 228 F.3d 1092
Court Decision	Lassonde v. Pleasanton Unified School District (2003, 9th Cir.) 320 F.3d 979
Court Decision	Lemon v. Kurtzman (1971) 403 U.S. 602
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1325	Advertising And Promotion
1330	Use Of School Facilities
1330	Use Of School Facilities
5113	Absences And Excuses
5113	Absences And Excuses
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5127	Graduation Ceremonies And Activities
5132	Dress And Grooming
5132	Dress And Grooming
5141.31	Immunizations
5141.31	Immunizations
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
6111	School Calendar
6115	Ceremonies And Observances
6115	Ceremonies And Observances
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access

6145.8	Assemblies And Special Events
6154	Homework/Makeup Work
6161.11	Supplementary Instructional Materials
6176	Weekend/Saturday Classes

Policy 6141.2: Recognition Of Religious Beliefs And Customs

Status: ADOPTED

Original Adopted Date: 12/01/1988 | **Last Revised Date:** 03/01/20042024 | **Last Reviewed Date:** 03/01/20042024

CSBA NOTE: In February 2003May 2023, the U.S. Department of Education issued guidance on constitutionally protected prayer and religious expression in public schools. Pursuant, which includes the extent to which prayer in public schools is legally protected, constitutional principles that relate to religious expression in general, and requirements under federal and state laws relevant to prayer and religious expression. The guidance reaffirms that, pursuant to 20 USC 7904, districts must annually certify to the California Department of Education (CDE) that they do not have a policy that prevents, or otherwise denies participation in, constitutionally protected school prayer. While the guidance may provide someprovides general direction to school districts regarding issues surrounding religion in public schools, certain provisionsit may not give a complete picture of the state of the law for school districts in California. Because decisions of the reflect 9th Circuit Court of AppealAppeals (of which California is a part) and state court decisions reflectingwhich are based on the California Constitution may not be reflected in the.

Additionally, Appendix F of CDE's History and Social Science Framework, adopted in July 2016, offers guidance, districts with questions and support for educators regarding the recognition of religious issues in schools should consult legal counsel.

beliefs and customs with concepts from the Appendix reflected below.

Use of school facilities by student religious clubs and other religious groups is governed by the Equal Access Act (20 USC 4071-4074) and Civic Center Act (Education Code 38130-38138), respectively; see BP/AR 1330 - Use of School Facilities and BP/AR 6145.5 - Student Organizations and Equal Access and BP/AR 1330 - Use of School Facilities. For policy regarding distribution of flyers, including flyers containing religious materials, see BP/AR 1325 - Advertising and Promotion. For policy regarding absences for religious instruction or exercises pursuant to Education Code 46014, see BP/AR 5113 - Absences and Excuses. For policy regarding invocation at graduation ceremonies, see BP 5127 - Graduation Ceremonies and Activities. For policy regarding religious attire in relation to school dress codes, see BP 5132 – Dress and Grooming.

The following optional policy should be carefully reviewed and modified to reflect district practice. Because constitutionally protected prayer and religious expression in schools can involve complex legal issues, districts are advised to consult CSBA's District and County Office of Education Legal Services or district legal counsel, accordingly.

The Governing Board recognizes that students' education would be incomplete without an understanding of the role of religion in society. As appropriate for a particular course, teachers may objectively discuss the influences of various religions, using religious works and symbols to illustrate their relationship with culture, literature, or the arts. The Board expects that such instruction will identify principles common to all religions and foster respect for the diversity of religions and customs in the world. and be consistent with the adopted instructional materials and state

standards, as applicable.

In order to respect each student's individual right to freedom of religious practice, religious indoctrination is ~~clearly~~ forbidden in ~~the~~ public schools. ~~Instruction~~The Superintendent or designee shall ensure that instruction about religion ~~shall~~does not promote or denigrate the beliefs or customs of any particular religion or sect, nor ~~should~~that a preference be shown for one religious viewpoint over another. Staff members shall be highly sensitive to their obligation not to interfere with the religious development of any student in whatever tradition the student embraces, and treat all religions and religious conviction, including nonbelief, with fairness and respect.

Staff shall not endorse, encourage, or solicit religious or anti-religious expression or activities among students during class time. ~~As part of their official duties, staff~~

CSBA NOTE: In *Kennedy v. Bremerton School District*, the U.S. Supreme Court found that the employee, a football coach, did not coerce students to pray when the employee knelt at midfield after games to offer a quiet personal prayer and rejected the district's argument that any visible religious conduct by a teacher or coach amounted to impermissible coercion on students. The court concluded that the coach was acting in a private capacity and not in the capacity of an employee of the district when the prayer was offered during a time when school employees were free to attend to personal matters.

Staff shall not ~~lead~~coerce students in prayer or other religious activities. ~~-~~as part of their official duties. However, Staff are not prohibited, when acting in their private capacity, from encouraging students' participation in personal prayer or other religious activity. Additionally, staff shall not prohibit or discourage any student from praying or otherwise expressing ~~his/her~~ the student's religious belief ~~as~~so long as this does not disrupt the classroom. ~~-~~ or other school sponsored activity.

Students may express their beliefs about religion in their homework, artwork, and other class work if the expression is germane to the assignment. Such work shall be judged by ordinary academic standards, relevance, and other legitimate pedagogical objectives.

While teaching about religious holidays is a permissible part of the educational program, celebrating religious holidays is not allowed in the ~~public schools.~~ district. School-sponsored programs shall not be, nor have the effect of being, religiously oriented or a religious celebration. School and
classroom decorations may express seasonal themes that are not religious in nature.

~~Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for school-sponsored activities and programs if presented in an objective manner and as a traditional part of the cultural and religious heritage.~~ The use of religious symbols that are part of a religious holiday is permitted as a teaching aid or resource provided that such symbols are displayed as an example of cultural and religious heritage of the holiday and ~~are~~ temporary in nature.

Classroom methods in instruction about religion shall not include religious role-playing activities or simulated religious devotional acts.

Music, art, literature or drama programs having religious themes are permitted as part of the curriculum for school-sponsored activities and programs if presented in an objective manner and as a traditional part of cultural and religious heritage.

CSBA NOTE: In *Fellowship of Christian Athletes v. San Jose Unified School District*, the Ninth Circuit U.S. Court of Appeals held that it would be discrimination for a district to fail to recognize a student club with religiously based leadership requirements. The court found that multiple student clubs imposed certain requirements for membership or leadership positions—i.e., discriminated against certain students—but that the district only objected to the Fellowship of Christian Athletes' requirements because of the *religious* basis of the requirements.

District schools shall not prohibit religious activities if the same or similar non-religious activities are permitted.

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 38130-38139	Civic Center Act
Ed. Code 46014	Absences for religious purposes
Ed. Code 51511	Religious matters properly included in courses of study
Ed. Code 51938	Right of parent/guardian to excuse from sexual health instruction

Federal	**Description**
20 USC 4071-4074	Equal Access Act
20 USC 6061	School prayer
20 USC 7904	School prayer

Management Resources	**Description**
Court Decision	Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092
Court Decision	Fellowship of Christian Athletes v. San Jose Unified School District Board of Education (2023) 82 F.4th 664
Court Decision	Florey v. Sioux Falls (1980) 619 F.2d 1311
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Lassonde v. Pleasanton Unified School District, (2003, 9th Cir.) 320 F.3d 979
Court Decision	Lemon v. Kurtzman, (1971) 403 U.S. 602
California Department of Education	Appendix F history social science framework for California public schools (www.cde.ca.gov/ci/hs/cf/documents/hssappendixf.pdf)

U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, ~~February 2003~~May 2023 (https://www2.ed.gov/policy/gen/guid/religionandschools/prayer_guidance.html)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1325	Advertising And Promotion
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1330	Use Of School Facilities
5113	Absences And Excuses
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5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5127	Graduation Ceremonies And Activities
5132	Dress and Grooming
5141.31	Immunizations
5141.31	Immunizations
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
6111	School Calendar
6115	Ceremonies And Observances
6115	Ceremonies And Observances
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education

6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6145.8	Assemblies And Special Events
6154	Homework/Makeup Work
6161.11	Supplementary Instructional Materials
6176	Weekend/Saturday Classes

Regulation 6115: Ceremonies And Observances

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 06/22/2023 **| Last Reviewed Date:** 06/22/2023

Holidays

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King, Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth National Independence Day- June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

In addition, schools shall be closed on: (Education Code 37220)

1. Any day appointed by the Governor as a holiday or as a special or limited holiday on which the Governor provides that schools shall close
2. Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday
3. Any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occurs under federal law on a date different from that indicated above, the Governing Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460)

Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near September 17

Commemorative exercises shall be integrated into the regular educational program to the extent feasible.

Patriotic Exercises

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

At secondary schools, such exercises shall be conducted during the homeroom period.

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
4. On the day of death and the following day for a Member of Congress
5. On Memorial Day, until noon only
6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state who has died while serving on active duty
8. On other occasions by order of the President and in accordance with presidential instructions or orders

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 37220-37222.21	Holidays and commemorative events
Ed. Code 44015.1	Week of the School Administrator
Ed. Code 45203	Paid holidays
Ed. Code 45460	Classified School Employee Week
Ed. Code 49110.5	Workplace Readiness Week
Ed. Code 52720-52730	Patriotic exercises and instruction
Gov. Code 3540-3549.3	Public education employer-employee relations
Gov. Code 430-439	Display of flags

Federal References	Description
36 USC 106	Constitution Day and Citizenship Day
4 USC 6	Time and occasion for display of flag
4 USC 7	Position and manner of display of flag

Management Resources References	Description
Court Decision	Newdow v. Rio Linda Union School District (9th Cir. 2010) 597 F.3d 1007
Court Decision	West Virginia State Board of Education et al. v. Barnette et al. (1943) 319 U.S. 624
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, History/Social Science Instructional Materials
Website	CSBA

Cross References	Description
1330	Use Of School Facilities
1330	Use Of School Facilities
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
5113.2	Work Permits
5113.2	Work Permits
6111	School Calendar
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.4	Service Learning/Community Service Classes
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145.8	Assemblies And Special Events
6175	Migrant Education Program

Regulation 6115: Ceremonies And Observances **Status:** ADOPTED

Original Adopted Date: 11/01/1999 | **Last Revised Date:** 03/01/20232024 | **Last Reviewed Date:** 03/01/~~2023~~2024

Holidays

CSBA NOTE: The following list may be expanded to reflect district practice. Education Code 37220 specifies holidays on which public schools must be closed and allows the Governing Board to designate any other day as a holiday. See the accompanying Board policy. Education Code 37~~220, as amended by AB 1655 (Ch. 753, Statutes of~~ 2022), incorporates June 19, "Juneteenth National Independence Day," to this list by way of presidential appointment. In addition, Education Code 37220 provides that the Board, by adoption of a resolution, may revise the date upon which district schools close in observance of any of these holidays except Veterans Day, which must be celebrated on its actual date.

Education Code 37220.5 and 37220.7, ~~as amended by AB 1801 (Ch. 761, Statutes of 2022),~~ authorize the closing of school on March 31 in observance of Cesar Chavez Day, on April 24 in observance of Genocide Remembrance Day, and/or on the fourth Friday in September for Native American Day, provided that the Board agrees to do so in a memorandum of understanding reached with employee bargaining units pursuant to Government Code 3540-3549.3. If the district has such an agreement, the holiday(s) should be added to the following list.

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King, Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth National Independence Day - June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

CSBA NOTE: Pursuant to Education Code 37220, ~~as amended by AB 1655,~~ districts are not required to close on Columbus Day, the second Monday in October. ~~Governing~~ Boards may designate Columbus Day as a holiday ~~in~~on which schools shall close.

In addition, schools shall be closed on: (Education Code 37220)

1. Any day appointed by the Governor as a holiday or as a special or limited holiday on which the Governor provides that schools shall close

2. Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday

3. Any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays ~~occurs~~occur under federal law on a date different from that indicated above, the ~~Governing~~ Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

CSBA NOTE: The following section lists special days that schools are required by state and/or federal law to observe with suitable commemorative exercises.

Pursuant to Education Code 49110.5, as added by AB 800 (Ch. 271, Statutes of 2023), districts are required to observe, during the week that includes April 28, "Workplace Readiness Week," by providing high school students with specified information on their rights as workers, and, for students in grades 11 and 12, for the observances to be integrated into the regular school program consistent with the history-social science framework.

In addition to commemorative exercises that are required by law, Education Code 37220.7, ~~as amended by AB 1801,~~ and ~~51109~~51009, as well as various legislative resolutions, have designated other days of special significance on which schools are encouraged, but not required, to conduct appropriate commemorative exercises, including, but not limited to: (1) School Board Recognition Month in January;, (2) Ed Roberts Day on January 23;, (3) Fred Korematsu Day of Civil Liberties and the Constitution on January 30;, (4) Ronald Reagan Day on February 6;, (5) Lunar New Year on the date corresponding with the second new moon following the winter solstice, or the third new moon following the winter solstice if an intercalary month intervenes;, (6) Week of the School Administrator ~~on~~in the ~~first~~second full week of ~~March;~~October, (7) California Agriculture Day on the first day of spring each year;, (8) Welcome Home Vietnam Veterans Day on March 29 or 30;, (9) Cesar Chavez on March 31;, (10) California Poppy Day on April 6;, (11) Dolores Huerta Day on April 10;, (12) John Muir Day on April 21;, (13) Genocide Remembrance Day on April 24;, (14) Labor History Month in May;, (15) the Day of the Teacher on the second Wednesday in May;, (16) Harvey Milk Day on May 22;, (17) September 11th Remembrance Day on September 11;, (18) Native American Day on the fourth Friday in September;, (19) Larry Itliong Day on October 25;, and (20) Bill of Rights Day on December 15. The California Department of Education's ~~web site~~ website includes a calendar of events listing other days for which special recognition is encouraged. The list below may be modified to include any optional days of special significance so designated by the Board.

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460 , 49110.5)

Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this

holiday Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in

February Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Workplace Readiness Week – The week that includes April 28

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near September 17

Commemorative exercises shall be integrated into the regular educational program ~~to the extent feasible.~~as required by law.

Patriotic Exercises

CSBA NOTE: Education Code 52720 requires all schools to conduct patriotic exercises daily. Pursuant to Education Code 52720 and 52730, this requirement may be satisfied by reciting the Pledge of Allegiance and/or through the instruction described below.

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

CSBA NOTE: The following paragraph is for use by districts maintaining elementary schools.

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

CSBA NOTE: The following paragraph is for use by districts maintaining secondary schools. Education Code 52720 **mandates** that the Board adopt regulations pertaining to the conduct of patriotic exercises in secondary schools. The following paragraph should be revised to reflect district practice.

At secondary schools, such exercises shall be conducted during the homeroom period.

CSBA NOTE: In *Newdow v. Rio Linda Union School District*, the Ninth Circuit Court of Appeals upheld a school policy permitting teacher-led recitation of the Pledge of Allegiance pursuant to Education Code 52720 where students were permitted by policy to decline participation for personal reasons. In *West Virginia State Board of Education et al. v. Barnette et al.*, the court held that individuals may not be compelled to salute the flag or to stand during the salute.

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
4. On the day of death and the following day for a Member of Congress
5. On Memorial Day, until noon only
6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government ~~or~~, a member of the Armed Forces from the state who has died while serving on active duty, or the death of a first responder working in the state who dies while serving in the line of duty
8. On other occasions by order of the President and in accordance with presidential instructions or orders

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State	Description
Ed. Code 37220-37222.21	Holidays and commemorative events
Ed. Code 44015.1	Week of the School Administrator
Ed. Code 45203	Paid holidays

Ed. Code 45460	Classified School Employee Week
Ed. Code 49110.5	Workplace Readiness Week
Ed. Code 52720-52730	Patriotic exercises and instruction
Gov. Code 3540-3549.3	Public education employer-employee relations
Gov. Code 430-439	Display of flags

Federal	**Description**
36 USC 106	Constitution Day and Citizenship Day
4 USC 6	Time and occasion for display of flag
4 USC 7	Position and manner of display of flag

Management Resources	**Description**
Court Decision	Newdow v. Rio Linda Union School District (9th Cir. 2010) 597 F.3d 1007
Court Decision	West Virginia State Board of Education et al. v. Barnette et al. (1943) 319 U.S. 624
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, History/Social Science Instructional Materials
Website	CSBA

Cross References

Code	**Description**
1330	Use Of School Facilities
1330	Use Of School Facilities
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
5113.2	Work Permits
6111	School Calendar
6117	Year-Round Schedules
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.94	History-Social Science Instruction

6144	Controversial Issues
6145.8	Assemblies And Special Events
6178.1	Work-Based Learning

Policy 6115: Ceremonies And Observances

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Revised Date:** 10/15/2020 | **Last Reviewed Date:** 10/15/2020

The Governing Board recognizes the importance of having students observe holidays, celebrate events of cultural or historical significance, and acknowledge the contributions of outstanding individuals in society. On days designated by the Board, staff shall provide students with appropriate commemorative exercises so that they may acquire the knowledge, skills, and principles essential for informed, responsible citizenship in a democratic society.

District schools shall be closed on the holidays specified in Education Code 37220 and on any other day designated as a holiday by the Board. The Board may, by adoption of a resolution, revise the date upon which schools close in observance of any holiday except Veterans Day, which shall be celebrated on its actual date. (Education Code 37220)

In addition, the Board may, through the adoption of a resolution, authorize the display of symbolic flags or banners in support of specific awareness months.

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 37220-37222.21	Holidays and commemorative events
Ed. Code 44015.1	Week of the School Administrator
Ed. Code 45203	Paid holidays
Ed. Code 45460	Classified School Employee Week
Ed. Code 49110.5	Workplace Readiness Week
Ed. Code 52720-52730	Patriotic exercises and instruction
Gov. Code 3540-3549.3	Public education employer-employee relations
Gov. Code 430-439	Display of flags

Federal References	Description
36 USC 106	Constitution Day and Citizenship Day
4 USC 6	Time and occasion for display of flag
4 USC 7	Position and manner of display of flag

Management Resources References	Description
Court Decision	Newdow v. Rio Linda Union School District (9th Cir. 2010) 597 F.3d 1007
Court Decision	West Virginia State Board of Education et al. v. Barnette et al. (1943) 319 U.S. 624
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, History/Social Science Instructional Materials
Website	CSBA

Cross References	Description
1330	Use Of School Facilities
1330	Use Of School Facilities
4156.2	Awards And Recognition
4256.2	Awards And Recognition

4356.2	Awards And Recognition
5113.2	Work Permits
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6111	School Calendar
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6142.4	Service Learning/Community Service Classes
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145.8	Assemblies And Special Events
6175	Migrant Education Program
6175	Migrant Education Program

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Gina Potter, Ed.D.
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD BYLAWS AND EXHIBITS - 9000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has an agreement with the California School Boards Association (CSBA) to maintain its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for developing and complying with their board policies. They are also responsible for adopting and revising policies in accordance with new laws and legislation that impact specific policies and administrative regulations.

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

- Board Bylaw 9320 - Meetings and Notices
- Board Bylaw 9323.2 - Actions by the Board
- Exhibit(1) 9323.2 - Actions by the Board and
- Delete Exhibit(2) 9323.2 - Actions by the Board

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Bylaws and Exhibits - 9000 series: Board Bylaw 9320 - Meetings and Notices, Board Bylaw 9323.2 - Actions by the Board, Exhibit(1) 9323.2 - Actions by the Board and Delete Exhibit(2) 9323.2 - Actions by the Board.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

REFERENCE GUIDE SHEET

9000 SERIES

Board Bylaw 9320 - Meetings and Notices

Bylaw updated to clarify that a study session, retreat, public forum, or discussion meeting of the Governing Board must either be held as a regular or special Board meeting. Additionally, bylaw updated to reflect **NEW LAW (AB 557, 2023)** which extended and modified the ability of a Board member to join a meeting by teleconference due to just cause or emergency circumstances or during a proclaimed state of emergency. In addition, bylaw updated to remove outdated COVID-19 related requirements. Bylaw also updated for clarity, precision, organization, and consistency.

Board Bylaw 9323.2 - Actions by the Board

Bylaw updated to add that the Governing Board may take action on a request by a Board member to participate by teleconference due to emergency circumstances if it is not on the posted agenda so long as there was not sufficient time to place it on the agenda. Additionally, bylaw updated to remove language related to the authority of the district attorney's office or an interested person to file a civil action asking the court to order the Board to stop or prevent a Brown Act violation and replace it with language requiring the district attorney's office or interested person to first present a demand to "cure and correct" the alleged violation and, when such occurs, for the Board to consult with legal counsel on if and how to respond.

Exhibit(1) 9323.2 - Actions by the Board

Exhibit updated to clarify that the exhibit is a non-exhaustive list of actions that require more than a simple majority vote and that have restrictions on when the Governing Board may act. Additionally, exhibit updated to remove, in the section "Actions Requiring a Two-Thirds Vote of the Membership of the Board," an item related to school facilities improvement districts as well as an item related to parcel taxes, both of which do not require a two-thirds vote. In addition, exhibit updated to add sections on "Actions Required to Occur During a Regular Board Meeting" and "Prohibitions on Certain Board Actions". Exhibit also updated to reflect **NEW LAW (SB 494, 2023)** which prohibits the Board from taking action to terminate a superintendent or assistant superintendent without cause within 30 calendar days after the first convening of the Board after a general election at which one or more of the Board members are elected or recalled, and **NEW LAW (SB 229, 2023)** which requires a district that is disposing of surplus land and has received notification of a violation to hold an open and public meeting to review and consider the substance of the notice of violation and prohibits the Board from taking final action to ratify or approve the proposed disposal of surplus land until a public meeting is held. Exhibit also updated for clarity, precision, organization, and consistency.

Delete - Exhibit(2) 9323.2 - Actions by the Board

Exhibit deleted as districts should consult with legal counsel if there is a need to respond to a "cure and correct" letter.

Bylaw 9320: Meetings And Notices

Status: ADOPTED

Original Adopted Date: 03/01/2008 | **Last Revised Date:** 03/01/20232024 | **Last Reviewed Date:** 03/01/20232024

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with ~~state~~applicable open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide ~~opportunities~~the opportunity for ~~questions and comments by~~ members of the public to directly address the Board. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

CSBA NOTE: The Brown Act prohibits serial meetings, defined under Government Code 54952.2 as a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of district business.

This prohibition against serial meetings also applies to communications via technology. Email exchanges, text/chat threads, or comments posted on a blog or social media account that result in a majority of the Governing Board "discussing among themselves" an item within the subject matter jurisdiction of the Board could result in a Brown Act violation. Pursuant to Government Code 54952.2, Board members may engage in separate conversations or communications with members of the public on an Internet-based social media platform that is open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board and members do not comment on or use digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. ~~Consequently~~Additionally, a Board member is prohibited from responding directly to any communication from other members of the Board on a social media platform regarding matters that are within the subject matter jurisdiction of the Board. See BB 9012 - Board Member Electronic Communications.

In 84 Ops.Cal.Atty.Gen. 30 (2001), the Attorney General opined that Government Code 54952.2 prohibits a majority of the Board from sending emails to each other to develop a collective concurrence as to action to be taken by the Board even if the emails are (1) sent to the secretary and chairperson, (2) posted on the district's ~~web site~~website, and (3) distributed (in a printed version) at the next meeting. Although the Attorney General recognized that those three conditions would allow the deliberations to be conducted, to some extent, "in public," the emails were prohibited by the Brown Act because all debate would be completed before the meeting and members of the public who did not have Internet access would be excluded from the debate.

In accordance with law and as specified in Board Bylaw 9012 – Board Member Electronic Communications, a ~~A~~ majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

CSBA NOTE: Government Code 54952.2 specifies that briefings between staff and Board members are permissible in order to answer questions or to provide information, as long as the briefing is not used to communicate the comments or position of any other Board member.

However, ~~an employee~~ the Superintendent or ~~district official~~ designee may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

CSBA NOTE: Government Code 54953.2 requires that all Board meetings meet the protections of the Americans with Disabilities Act (ADA) (42 USC 12132) and implementing regulations ~~(28 CFR 35.160, 36.303).~~ Such protections require the district to ensure that the meeting is accessible to persons with disabilities and, upon request, to provide disability-related accommodations, such as auxiliary aids and services. Auxiliary aids and services may include accommodations at the actual meeting, such as a sign-language interpreter, or accommodations to the supporting documentation, such as Braille translation of the agenda packet. Government Code 54954.2 requires that the agenda specify how, when, and to whom a request for accommodation should be made; see BB 9322 - Agenda/Meeting Materials.

Government Code 54953~~, as amended by AB 2449 (Ch. 285, Statutes of 2022),~~ requires ~~boards~~the Board to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the ADA, and to resolve any doubt in favor of accessibility.

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. ~~(Government Code 54953, 54953.2, 54954.1, 54954.2)~~ Notice of the procedure for receiving and resolving such requests for accommodation ~~described above~~ shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Regular Meetings

CSBA NOTE: Education Code 35140 and Government Code 54954 **mandate** the Board to fix the time and ~~place~~location for its regular meetings by rule and regulation.

The Board shall hold _____ regular meeting(s) each month. Regular meetings shall be held _____ p.m. on the _____ (day) at the _____.

Unless otherwise determined by the Board, the Board shall hold monthly regular meeting(s) starting at 5:00 p.m. at the district office and school sites.

CSBA NOTE: Pursuant to Government Code 54954.2, the agenda for a regular meeting must be posted at least 72 hours prior to the meeting, at a location that is freely accessible to the public. Government Code 54954.2 also requires that the agenda be posted on the district's ~~web site, if it has one. Any district that does not have a web site should delete the reference to it in the following paragraph.~~website. Other posting requirements may apply where Board members are participating by teleconference as specified below.

The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term "freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time during the 72 hours immediately preceding the meeting. For example, if a building where the agenda is posted is closed during the evening hours, the agenda must also be posted in a location accessible during evening hours, such as a lighted display case outside of the building. The Attorney General also opined in 88 Ops.Cal.Atty.Gen. 218 (2005) that the agenda may be posted on a touch screen electronic kiosk, in lieu of a paper copy on a bulletin board, as long as the kiosk is accessible without charge to the public 24 hours a day, seven days a week.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's ~~web site~~website. (Government Code 54954.2)

CSBA NOTE: Pursuant to Government Code 54957.5, the agenda must list the address where the public can inspect agenda materials that are distributed to Board members less than 72 hours before a regular meeting. Pursuant to Government Code 54957.5, ~~as amended by AB 2647 (Ch. 971, Statutes of 2022),~~ when agenda materials are distributed to all or a majority of the Board less than 72 hours before a regular meeting and outside of regular business hours, the materials may be posted on the district's ~~web site~~website in satisfaction of the Brown Act if specified requirements are met. Districts with questions regarding this exception are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel. Also see BB 9322 - Agenda/Meeting Materials.

In addition, pursuant to the California Public Records Act (Government Code 7920.000 - 7930.~~170~~215), agenda materials related to an open session of a Board's regular meeting are "public records" and are subject to ~~the~~ inspection ~~of~~by any member of the public. ~~For a list of documents subject to disclosure by the district, see~~ as specified in BP/AR 1340 - Access to District Records.

~~Whenever~~Consistent with Government Code 54957.5 and Board Bylaw 9322 - Agenda/Meeting Materials, whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose ~~or~~. The records shall be posted on the district ~~web site, consistent with Government Code 54957.5,~~website at the time the materials are distributed to all or a majority of the Board. ~~(Government Code 54957.5)~~ if distributed outside of business hours.

Special Meetings

~~CSBA NOTE: Education Code 35144 and Government Code 54956 allow the Board to hold special meetings to address any matter that requires timely action. For example, the Board may hold a special meeting to discuss the need for an emergency state apportionment when the district is in financial distress; see BP 3460 - Financial Reports and Accountability. However, pursuant to Government Code 54956, certain specified matters, as described below, may not be addressed in a special meeting.~~CSBA NOTE: Government Code 54956 permits the Board president or a majority of the Board to call a special meeting. When a majority of the Board has requested a special meeting on the same specific topic, the Superintendent or designee shall inform the Board and the meeting shall be organized and called. If an individual Board member desires a special meeting on a specific topic that has not been called by the Board president, the Board member should inform the Superintendent or designee rather than other Board members in order to comply with the Brown Act.

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members~~. However, a special meeting shall not be called regarding~~ on any topic within the ~~salary, salary schedule, or other compensation~~subject matter jurisdiction of the~~ Superintendent, assistant superintendent, or other management employee~~ Board unless otherwise prohibited by law or as ~~described~~specified in~~ Government Code 3511.1.~~BB 9323.2 – Actions by the Board. (Government Code 54956)

~~CSBA NOTE: Pursuant to Government Code 54956, written notice of a special meeting may be delivered personally or by other means, including email or fax. Government Code 54956 requires any district that has its own web site to also post the notice on its web site. Any district that does not have its own web site should delete reference to it in the following paragraph.~~

~~Written~~At least 24 hours before the time of the meeting, written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's ~~web site. The notice shall be received~~website, and, at least 24 hours before the time of the meeting~~. The notice shall also be posted at least 24 hours before the meeting~~, in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

~~CSBA NOTE: Government Code 54956.5 authorizes a closed session during emergency meetings, as long as two-thirds of the members present at the meeting agree on the need for the closed session or, if less than two-thirds of the members are present, by unanimous vote of the members present. See BB 9321 - Closed Session and E(1) 9323.2 - Actions by the Board.~~

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. (Government Code 54956.5)

~~*An emergency situation* means either of the following: (Government Code 54956.5)~~

~~1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board~~

~~2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board~~

The Board may meet in closed session during emergency meetings so long as two-thirds of the members present at the meeting agree or, if less than two-thirds of the members are present, by unanimous vote of the members present. (Government Code 54956.5)

The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board
~~about the meeting.~~ . (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

An *emergency* means a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

A *dire emergency* means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn/continue such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned/continued to a later time and ~~place~~location and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment /continuance, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the ~~place~~location where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

CSBA NOTE: The following section is optional and may be revised to reflect district practice. Pursuant to Government Code 54954.2, the Board must still comply with the public notice requirements when holding a study session, retreat, public forum or other such meeting.

The Board may ~~occasionally~~ convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public. The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships. ~~Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion~~ Any such meeting~~. All such meetings shall~~ , regardless of title or topic, shall be held as a regular or special meeting, as appropriate, and shall comply with ~~the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda~~all other requirements for ~~these~~regular or special meetings. (Government Code 54956)

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing committee of the Board established pursuant to Board Bylaw 9130 - Board Committees, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person that are not ~~subject to~~part of a series of communications prohibited by the Brown Act. ~~are permitted.~~

(Government Code 54952.2)

Location of Meetings

~~Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)~~

~~Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)~~

Unless the Board is holding a teleconference meeting during a proclaimed state of emergency, all meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on nonadversarial collective bargaining techniques

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

~~Meetings exempted from the boundary requirements, as specified in Items #1-10 above~~All meetings, regardless of location, shall ~~still be subject to~~comply with the applicable notice and open meeting requirements ~~for regular and special meetings when a quorum of~~. Additionally, no such

meeting may be held in a facility that prohibits the admittance of any person on the ~~Board attends the meeting.~~basis of ancestry or any characteristic listed in Government Code 11135, which is inaccessible to individuals with disabilities, or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

If a fire, flood, earthquake, or other emergency renders the posted regular or special meeting ~~place~~location unsafe~~, meetings~~ and the deadline for posting the location has passed, the meeting shall be held ~~for the duration of the emergency~~ at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of ~~special~~ meetings
pursuant to Government Code 54956 by the most rapid available means of communication. ~~(Government Code 54954)~~

Traditional Teleconferencing

A Board member may participate in any meeting by teleconference ~~is a meeting of the Board in which Board members are in different locations, connected by electronic means through~~, which includes both audio ~~and/~~or video. ~~/~~audio so long as the following conditions are met: (Government Code 54953)

~~All teleconferenced meetings shall be~~

1. All votes taken during the meeting are by rollcall

2. The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the ~~Board. (Government Code 54953)~~ legislative body of a local agency

   ~~The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.~~

   ~~All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)~~

3. The location of the Board member participating by teleconference is open and accessible to the public during the meeting, except during closed session, such that members of the public may observe in person the Board member participating by teleconference, ~~at~~may hear/listen to the meeting to the same extent as the Board member participating by teleconference, and may make public comment during the same portion of the agenda as others members of the public from the same location as the Board member participating by teleconference

4. The location of the Board member participating by teleconference is noted in the agenda and the agenda is posted at the location of the Board member participating by teleconference in advance of the meeting as statutorily required based on the type of meeting

5. ~~During the~~ At least a quorum of the members ~~of the Board shall participate from locations~~is within the district boundaries. ~~(Government Code 54953)~~

~~Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or "Teleconferencing During a Proclaimed State of Emergency" below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.~~

~~All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)~~

~~**Teleconferencing During a Personal Emergency**~~

Teleconferencing by Individual Board Member Due to Just Cause

CSBA NOTE: Government Code 54953, as amended by AB ~~2449,~~557 (Ch. 534, Statutes of 2023), authorizes a Board member, ~~from January 1, 2023~~ until January 1, 2026, to ~~attend meetings~~participate in a meeting by teleconference for just cause, as described below. Districts should be aware that the choice to participate in a meeting by teleconference due to ~~emergency circumstances, as described below.~~just cause is at the sole discretion of the Board member and can be exercised at any time. Therefore, it is recommended that districts consider including teleconference access, as described below, as part of every meeting. Districts are also encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel to determine the best means of complying with Government Code 54953.

Until January 1, 2026, ~~with approval from~~when there is "just cause" preventing a Board member from attending a Board meeting in person, that Board member may participate in that meeting by teleconference without: (Government Code 54953)

1. Including the ~~majority~~ location of the Board, ~~a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board~~ member participating by teleconference in the agenda

2. Making the location of the ~~emergency situation as soon as possible,~~Board member participating by teleconference open and ~~provide a concise~~accessible to the public

3. Posting the agenda at the location of the Board member participating by teleconference

~~A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)~~

A Board member needing to participate by teleconference for just cause shall notify the Board at the earliest possible opportunity, including at the start of a regular meeting, of the need to do so and include a general description of the circumstances relating to the need to appear by teleconference at the given meeting. (Government Code 54953)

~~When a Board member is approved to participate remotely due to emergency circumstances, the~~

~~Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)~~

For the Board member to participate by teleconference under this section, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall

2. At least a quorum of the Board participates in person from a singular physical location ~~which is accessible to the public and the location does not need to be~~clearly identified on the agenda. ~~(Government Code 54953)~~

3. ~~If permitted to participate remotely, the~~ The Board member ~~shall utilize~~participating by teleconference utilizes both audio and visual technology ~~and publicly disclose, before any action is taken, whether~~to participate in the meeting

> CSBA NOTE: Government Code 54953 requires Board members participating by teleconference due to just cause to publicly disclose whether any individual 18 years of age or older is present at the Board member's location and, if so, the general nature of the member's relationship with each such individual before "any" Board action is taken, but does not specify the frequency of such disclosures. One option is for the Board member to make the initial disclosure at the start of the meeting and then make additional disclosures, if needed, each time an individual 18 years of age or older enters or exits the Board member's location. Another option is for the Board member to make separate disclosures before each Board action. Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel to determine the best means of complying with this requirement.

4. The Board member participating by teleconference publicly discloses, before any ~~other individuals~~action is taken, whether any individual 18 years of age or older ~~are~~is present ~~in the remote location with~~at the Board ~~member,~~member's location and the general nature of the member's relationship with ~~such individuals. (Government Code 54953)~~ each such individual

5. The ~~district shall also provide~~ public is able to access ~~to~~ the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the ~~remote~~ platform ~~as well as~~or service, in ~~person and the~~addition to public ~~shall be able to offer~~ comment being available in person

   The platform or service may require members of the public to register in order to make public comments ~~in real time.~~ so long as the platform or service is not controlled by the district.

6. The agenda ~~shall include~~for the meeting includes information describing how members of the public can access the platform or service. ~~(Government Code 54953)~~

~~If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents~~

~~members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)~~

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

~~**Teleconferencing for "Just Cause"**~~

~~CSBA NOTE: Government Code 54953, as amended by AB 2449, authorizes a Board member, from January 1, 2023 until January 1, 2026, to attend meetings by teleconference for just cause, as described below.~~

~~A Board member may be permitted to appear remotely, pursuant to the provisions below,~~ A Board member shall be permitted to participate by teleconference for just cause for no more than two meetings per calendar year. ~~A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)~~

~~*Just Cause*~~ For purposes of this section, "just cause" may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely

2. A contagious illness prevents a Board member from attending in person

3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated

4. A Board member is traveling while on official business of the Board or another state or local agency

~~When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)~~

~~If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)~~

~~The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)~~

~~If a disruption prevents broadcasting the meeting to members of the public using the call-in option~~

~~or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)~~

~~**Teleconferencing During a Proclaimed State of Emergency**~~

~~CSBA NOTE: Pursuant to Government Code 54953, boards are authorized, until January 1, 2024, to conduct board meetings by teleconference as specified below when holding a board meeting during a proclaimed state of emergency pursuant to Government Code 8625-8629 when any of the following circumstance exist: (1) state or local officials have imposed or recommended measures to promote social distancing; (2) to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) when it has been determined, as a result of an emergency, that meeting in person would impose such risks.~~

~~California's COVID-19 State of Emergency ended on February 28, 2023. However, a Board may continue to conduct Board meetings by teleconference until January 1, 2024 if there is a proclaimed state of emergency (e.g. a natural disaster) and it meets all of the necessary requirements of Government Code 54953.~~

~~While a resolution is not required by law to make findings required by Government Code 54953, CSBA offers sample resolutions available on its web site for (1) recognizing a state of emergency and authorizing teleconferenced meetings and (2) recognizing a state of emergency and re-authorizing teleconferenced meetings. CSBA recommends that if resolutions are not utilized, the motion and findings to authorize or reauthorize emergency teleconferenced meetings are included in the meeting minutes.~~

~~Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)~~

- ~~1. State or local officials have imposed or recommended measures to promote social distancing~~
- ~~2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees~~
- ~~3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees~~

~~To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)~~

- ~~1. The notice and agenda shall be given and posted as otherwise required by the Brown Act~~

~~2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option~~

~~Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.~~

~~3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3~~

~~4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time~~

~~5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed~~

~~6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored~~

~~The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)~~

~~The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)~~

~~1. The state of emergency continues to directly impact the ability of the Board to meet safely in person~~

~~2. State or local officials continue to impose or recommend measures to promote social distancing~~

Teleconferencing by Individual Board Member Due to Emergency Circumstances

CSBA NOTE: Government Code 54953, as amended by AB 557 (Ch. 534, Statutes of 2023), authorizes a Board member, until January 1, 2026, to participate in a meeting by teleconference due to emergency circumstances, as described below.

Until January 1, 2026, when a physical or family medical emergency would prevent a Board member from attending a Board meeting in person, that Board member may request to participate in such

meeting by teleconference. The Board member requesting to appear remotely shall submit the request as soon as possible and include a concise general description of the emergency that necessitated the request. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

If the request is received timely, it shall be added to the agenda as the first item of business at the meeting, even before any closed session items. If the request is not received timely, it shall be taken up by the Board before the first item of business at the meeting. The request shall only be granted upon a vote by the majority of the Board. (Government Code 54953, 54954.2)

If the request is granted by the Board, the Board member may participate by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda

2. Making the location of the Board member participating by teleconference open and accessible to the public

3. Posting the agenda at the location of the Board member participating by teleconference

For the Board member to participate by teleconference due to emergency circumstances, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall

2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda

3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting

CSBA NOTE: Government Code 54953 requires Board members participating by teleconference due to emergency circumstances to publicly disclose whether any individual 18 years of age or older is present at the Board member's location and, if so, the general nature of the member's relationship with each such individual before "any" Board action is taken, but does not specify the frequency of such disclosures. One option is for the Board member to make the initial disclosure at the start of the meeting and then make additional disclosures, if needed, each time an individual 18 years of age or older enters or exits the Board member's location. Another option is for the Board member to make separate disclosures before each Board action. Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel to determine the best means of complying with this requirement.

4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual

5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district.

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board shall not take action on any agenda item until the disruption is resolved. (Government Code 54953)

In total, a Board member may not participate by teleconference due to emergency circumstances alone, or together with teleconference due to just cause, as specified above, for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely due to emergency circumstances for more than two meetings. (Government Code 54953)

Teleconference Meetings During a Proclaimed State of Emergency

CSBA NOTE: Pursuant to Government Code 54953, as amended by AB 557 (Ch. 534, Statutes of 2023), boards are authorized to conduct board meetings by teleconference as specified below when holding a board meeting during a proclaimed state of emergency.

The Board may conduct a Board meeting entirely by teleconference during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. For the purpose of determining whether meeting in person would present imminent risks to the health or safety of attendees due to the emergency

2. When the Board has been determined, pursuant to Item #1 above, that meeting in person would present imminent risks to the health or safety of attendees due to the emergency

The Board may hold a meeting by teleconference during a proclaimed state of emergency without: (Government Code 54953):

1. Including the location of the Board members in the agenda

2. Making the locations of Board members open and accessible to the public

3. Posting the agenda at the locations of Board members

For the Board to hold such meeting, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall

2. The public is able to access the meeting via a call-in service or an internet-based platform or service, with real-time public comment being allowed via the platform or service

If an internet-based platform or service is utilized, it may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district.

3. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

For any public comment period with a time limit, the Board may not close that public comment period or the opportunity to register until the full time for public comment has elapsed. For any other public comment period, the Board shall allow a reasonable amount of time to allow members of the public to provide public comment and to register to do so. (Government Code 54953)

The Board may continue to conduct all meetings by teleconference throughout one or more 45-day periods so long as, prior to the beginning of each 45-day period, the Board has reconsidered the circumstances of the state of emergency and determines that it continues to directly impact the ability of the Board to meet safely in person. (Government Code 54953)

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

State	Description
Ed. Code 35140	Time and place of meetings
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35146	Closed sessions; student matters
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 3511.1	Local agency executives
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent
Gov. Code 54954	Time and place of regular meetings

Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 54956	Special Meetings
Gov. Code 54956.5	Emergency meetings
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 8625-8629	California Emergency Services Act

Federal	**Description**
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	**Description**
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 69 (1996)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 181 (2001)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 30 (2001)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 218 (2005)
Court Decision	Knight First Amendment Institute at Columbia University v. Trump, (2019) 928 F.3d 226
Court Decision	Garnier v. Poway Unified School District, (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208
Court Decision	Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 533
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
Institute for Local Government Publication	The ABCs of Open Government Laws
League of California Cities Publication	Open and Public V: A Guide to the Ralph M. Brown Act, 2016
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, GAMUT Meetings
Website	Institute for Local Government
Website	League of California Cities
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.43	Charter School Revocation
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1113	District And School Websites
1113	District And School Websites
1113-E(1)	District And School Websites
1160	Political Processes
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330	Use Of School Facilities
1330	Use Of School Facilities
1340	Access To District Records
1340	Access To District Records
1431	Waivers
2000	Concepts And Roles
2111	Superintendent Governance Standards
2121	Superintendent's Contract
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3312	Contracts

3314	Payment For Goods And Services
3314	Payment For Goods And Services
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4117.14	Postretirement Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4312.1	Contracts
4317.14	Postretirement Employment
6112	School Day
6112	School Day
6117	Year-Round Schedules
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
7310	Naming Of Facility
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9100	Organization
9121	President
9130	Board Committees
9140	Board Representatives
9220	Governing Board Elections
9230	Orientation
9270	Conflict Of Interest

9270-E(1)	Conflict Of Interest
9310	Board Policies
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9324	Minutes And Recordings
9400	Board Self-Evaluation

Bylaw 9320: Meetings And Notices

Status: ADOPTED

Original Adopted Date: 04/11/2019 **| Last Revised Date:** 06/22/2023 **| Last Reviewed Date:** 06/22/2023

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953)

Regular Meetings

The Board shall hold one regular meeting(s) each month. Regular meetings shall be held at 5:00 p.m. on the 2nd (day) at the district office and school sites.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the

local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on nonadversarial collective bargaining techniques

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in Items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Traditional Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.

All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or "Teleconferencing During a Proclaimed State of Emergency" below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.

All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may be provided to the public. (Government Code 54953)

Teleconferencing During a Personal Emergency

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing for "Just Cause"

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely

2. A contagious illness prevents a Board member from attending in person

3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated

4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing

2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person

would present imminent risks to the health or safety of attendees

3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act

2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

   Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time

5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed

6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person

2. State or local officials continue to impose or recommend measures to promote social distancing

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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 References	Description
Ed. Code 35140	Time and place of meetings
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35146	Closed sessions; student matters
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 3511.1	Local agency executives

Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 54956	Special Meetings
Gov. Code 54956.5	Emergency meetings
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 8625-8629	California Emergency Services Act

Federal References	**Description**
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services
42 USC 12101-12213	Americans with Disabilities Act

Management Resources References	**Description**
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 69 (1996)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 181 (2001)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 30 (2001)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 218 (2005)
Court Decision	Knight First Amendment Institute at Columbia University v. Trump (2019) 928 F.3d 226
Court Decision	Garnier v. Poway Unified School District (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208
Court Decision	Wolfe v. City of Fremont (2006) 144 Cal.App. 4th 533
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
Institute for Local Government Publication	The ABCs of Open Government Laws
League of California Cities Publication	Open and Public V: A Guide to the Ralph M. Brown Act, 2016
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, GAMUT Meetings
Website	Institute for Local Government
Website	League of California Cities
Website	California Attorney General's Office
Website	CSBA

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.43	Charter School Revocation
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan

0460	Local Control And Accountability Plan
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
1160	Political Processes
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330	Use Of School Facilities
1330	Use Of School Facilities
1340	Access To District Records
1340	Access To District Records
1431	Waivers
2000	Concepts And Roles
2111	Superintendent Governance Standards
2121	Superintendent's Contract
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4312.1	Contracts
6112	School Day
6112	School Day
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds

7214	General Obligation Bonds
7310	Naming Of Facility
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9100	Organization
9121	President
9130	Board Committees
9140	Board Representatives
9220	Governing Board Elections
9230	Orientation
9270	Conflict Of Interest
9270-E PDF(1)	Conflict Of Interest
9270-E PDF(2)	Conflict Of Interest
9310	Board Policies
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9323.2	Actions By The Board
9323.2-E PDF(1)	Actions By The Board
9323.2-E PDF(2)	Actions By The Board
9324	Minutes And Recordings
9400	Board Self-Evaluation

Bylaw 9323.2: Actions By The Board

Status: ADOPTED

Original Adopted Date: 03/01/2011 | **Last Revised Date:** 03/01/20192024 | **Last Reviewed Date:** 03/01/~~2019~~2024

CSBA NOTE: Pursuant to Education Code 35164 and Government Code 54952.6, a simple majority vote of ~~all members~~the membership of the Governing Board is necessary for an item to carry, even in those cases where some members are absent~~. Thus~~ or seats are vacant. For instance, for districts with a five-member board, an item will pass with three votes, even if only three members are present or there is a vacancy. Education Code 35165 details the effect of a vacancy in districts with a seven-member board. For language regarding vote requirements when a board member abstains, see BB 9323 - Meeting Conduct.

~~The law specifies~~ However, there are certain ~~board~~ actions ~~as requiring~~by the Board that require more than a simple majority vote, or that are required to occur, or may not occur, at a certain meeting or type of meeting; see E(1) 9323.2 for a non-exhaustive list of such actions.

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164, 35165)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Action on Non-Agenda Items

CSBA NOTE: The Brown Act (Government Code 54950-54963) generally prohibits any action or discussion of items not on the posted agenda. However, Government Code 54954.2 provides for ~~three~~four specific and narrow situations in which the Board can act on an item not on the agenda, as specified below. Board members may also briefly respond to questions raised by members of the public concerning items not on the agenda; see BB 9323 - Meeting Conduct.

~~After publicly identifying the item, the~~The Board may take action on a subject not appearing on the posted meeting agenda ~~under~~only after publicly identifying the item and if any one of the

following conditions are met: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5

2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted

3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

CSBA NOTE: Government Code 54954.2 provides that the Board may take action on a request by a Board member to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda. If the timing of the request did allow for sufficient time to place it on the agenda, it cannot be acted upon unless it was agendized. For more information regarding Board meetings by teleconference, see Board Bylaw 9320 - Meetings And Notices.

4. Until December 31, 2025, when a Board member requests to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda

Challenging Board Actions

CSBA NOTE: Government Code 54960-54960.5 grants authority to the district attorney or any interested person to file a civil action asking the court to order the Board to stop or prevent ~~Brown Act violations specified below. The Board should respond to legal challenges to its actions and consult legal counsel when necessary:~~a Brown Act violation or to invalidate a prior action taken by the Board. Pursuant to Government Code 54960.5, a court may award court costs and reasonable attorney's fees to a ~~plaintiff who successfully invalidates a Board action in violation of the Brown Act or successfully enforces one of the Brown Act's civil remedies provided in Government Code 54960-54960.2.~~successful plaintiff. Prior to filing a civil action, the district attorney or interested party must send a written demand to the Board to "cure and correct" the alleged violation or prior action. The Board should consult with CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

~~The~~Before seeking to file a civil action to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board, the district attorney's office or interested person shall first present a demand to "cure and correct" the alleged violation to the district. If the district receives a proper demand from the district attorney's office or any interested person ~~may file~~ to "cure and correct" an ~~action in court for the purpose of:~~ alleged violation of the Brown Act, the Board shall consult with legal counsel on if and how to respond as provided by law. (Government Code 54960,~~-~~54960.~~2~~)

~~1. Stopping or preventing the Board's violation or threatened violation of the Brown Act~~

~~2. Determining the applicability of the Brown Act to ongoing or future threatened Board actions~~

3. Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:

a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

CSBA NOTE: Pursuant to Government Code 54960.2, the Board may respond within 30 days of receiving the cease and desist letter. If the Board decides to respond to the letter with an unconditional commitment to desist from repeating the past action, the unconditional commitment is required to be substantially in the same form provided in Government Code 54960.2 and to be approved in an open session of the Board's regular or special meeting. For a sample unconditional commitment letter, see E(2) 9323.2.

b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

c. The action is brought within the time required by Government Code 54960.2.

4. Determining the validity, under state or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression

5. Compelling the Board to audio record its closed sessions because of a court's finding of the Board's violation of any applicable Government Code provision

CSBA NOTE: Pursuant to Government Code 54960.1, the district attorney's office or any interested person may file a lawsuit to invalidate (i.e., declare null and void) actions that violate specific provisions of the Brown Act listed in Government Code 54960.1 and specified below. However, even when the action may normally be subject to invalidation, Government Code 54960.1 provides that in certain circumstances (e.g., when there has been substantial compliance with the Brown Act or the Board action resulted in a contract with a party who detrimentally relied on the action in good faith and without notice of a challenge to its validity), the action may not be invalidated.

Before seeking court action, the person who believes a violation occurred must send a written demand to the Board to "cure or correct" the action as specified below. Because the laws regarding these provisions are complex, it is recommended that the district consult with legal counsel upon receipt of a "cure and correct" demand.

The district attorney or any interested person may file an action in court to nullify a Board action which is alleged to be in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)

2. Agenda posting (Government Code 54954.2)

~~3. Closed session item descriptions (Government Code 54954.5)~~

~~4. New or increased tax assessments (Government Code 54954.6)~~

~~5. Special meetings (Government Code 54956)~~

~~6. Emergency meetings (Government Code 54956.5)~~

~~Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)~~

~~Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)~~

~~1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.~~

~~2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.~~

~~3. Take no action. If the Board takes no action within the 30-day period, its inaction shall be considered a decision not to cure or correct the challenged action.~~

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

State	Description
Code of Civil Procedure 1245.240	Eminent domain vote requirements
Code of Civil Procedure 1245.245	Eminent domain; resolution adopting different use
Code of Civil Procedure 425.16	Special motion to strike in connection with a public issue
Ed. Code 15266	School construction bonds
Ed. Code 17466	Declaration of intent to sell or lease real property
Ed. Code 17481	Lease of property with residence for nondistrict purposes

Ed. Code 17510-17512	Leasing for production of gas; resolution requiring unanimous vote
Ed. Code 17546	Private sale of personal property
Ed. Code 17556-17561	Dedication of real property
Ed. Code 35140-35149	Meetings
Ed. Code 35150	Prohibition to terminate superintendent or assistant superintendent at specified meetings or times
Ed. Code 35160-35178.4	Powers and duties
Ed. Code 48660-48661	Community day schools; establishment and restrictions
Gov. Code 53090-53097.5	Regulation of local agencies by counties and cities
Gov. Code 53724	Parcel tax resolution requirements
Gov. Code 53790-53792	Exceeding the budget
Gov. Code 53820-53833	Temporary borrowing
Gov. Code 53850-53858	Temporary borrowing
Gov. Code 54230.5	Disposal of surplus land and receipt of notice of violation
Gov. Code 54230.7	Disposal of surplus land and receipt of notice of violation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54952.6	Action taken; definition
Gov. Code 54953	Meetings to be open and public; attendance
Gov. Code 54960-54960.5	Actions to prevent violations
Gov. Code 65352.2	Communicating and coordinating of school sites
Pub. Cont. Code 20110-20118.44	School district contracts
Pub. Cont. Code 20113	Emergencies; award of contracts without bids
Pub. Cont. Code 20114	Repairs, maintenance, and improvements to district facilities by day labor or force account
Pub. Cont. Code 22034	Uniform Public Construction Cost Accounting Act informal bidding ordinance
Pub. Cont. Code 22035	Repair or replacement of facilities in case of emergency
Pub. Cont. Code 22050	Emergency contracting procedures
Pub. Cont. Code 3400	Bid specifications

Management Resources	**Description**
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003

Court Decision	Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
Court Decision	Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109
Court Decision	Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
Court Decision	McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
League of California Cities Publication	Open and Public IV: A Guide to the Ralph M. Brown Act 2nd Edition, rev. July 2010
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	California Office of the Attorney General
Website	CSBA

Cross References

Code	Description
3260	Fees And Charges
3260	Fees And Charges
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.1	Uniform Public Construction Cost Accounting Procedures
3471	Parcel Taxes
6185	Community Day School
6185	Community Day School
7131	Relations With Local Agencies
7150	Site Selection And Development

7150	Site Selection And Development
7160	Charter School Facilities
7160	Charter School Facilities
7213	School Facilities Improvement Districts
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9150	Student Board Members
9200	Limits Of Board Member Authority
9223	Filling Vacancies
9310	Board Policies
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9324	Minutes And Recordings

Bylaw 9323.2: Actions By The Board

Status: ADOPTED

Original Adopted Date: 04/11/2019 **| Last Reviewed Date:** 04/11/2019

The Board of Education shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

Challenging Board Actions

The district attorney's office or any interested person may file an action in court to stop or prevent the Board's violation or threats of violations of the Brown Act, to determine the applicability of the Brown Act to ongoing or future threatened Board actions, to determine the validity, under California or federal law, of any Board rule or action to penalize any of its members or otherwise discourage the member's expression, or to compel the Board to audio record its closed sessions because of its violation of any applicable Government Code provision. (Government Code 54960)

The district attorney or any interested person may present a demand that the Board cure and correct a Board action which he/she alleges is in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

Any demand to "cure and correct" an alleged violation shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2

(agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.

2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.

3. Take no action. If the Board takes no action within the 30-day review period, its inaction shall be considered a decision not to cure or correct the action.

In addition, the district attorney's office or any interested party may file an action in court to determine the applicability of the Brown Act to any past Board action not specified in Government Code 54960.1, if the following conditions are met: (Government Code 54960.2)

1. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

2. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

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
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Ed. Code 17481	Lease of property with residence for nondistrict purposes
Ed. Code 17510-17512	Leasing for production of gas; resolution requiring unanimous vote
Ed. Code 17546	Private sale of personal property
Ed. Code 17556-17561	Dedication of real property
Ed. Code 35140-35149	Meetings
Ed. Code 35150	Prohibition to terminate superintendent or assistant superintendent at specified meetings or times
Ed. Code 35160-35178.4	Powers and duties
Ed. Code 48660-48661	Community day schools; establishment and restrictions
Gov. Code 53090-53097.5	Regulation of local agencies by counties and cities
Gov. Code 53724	Parcel tax resolution requirements
Gov. Code 53790-53792	Exceeding the budget
Gov. Code 53820-53833	Temporary borrowing
Gov. Code 53850-53858	Temporary borrowing
Gov. Code 54230.5	Disposal of surplus land and receipt of notice of violation
Gov. Code 54230.7	Disposal of surplus land and receipt of notice of violation
Gov. Code 54950-54963	The Ralph M. Brown Act

Gov. Code 54952.6	Action taken; definition
Gov. Code 54953	Meetings to be open and public; attendance
Gov. Code 54960-54960.5	Actions to prevent violations
Gov. Code 65352.2	Communicating and coordinating of school sites
Pub. Cont. Code 20110-20118.44	School district contracts
Pub. Cont. Code 20113	Emergencies; award of contracts without bids
Pub. Cont. Code 20114	Repairs, maintenance, and improvements to district facilities by day labor or force account
Pub. Cont. Code 22034	Uniform Public Construction Cost Accounting Act informal bidding ordinance
Pub. Cont. Code 22035	Repair or replacement of facilities in case of emergency
Pub. Cont. Code 22050	Emergency contracting procedures
Pub. Cont. Code 3400	Bid specifications

Management Resources References	**Description**
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
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League of California Cities Publication	Open and Public IV: A Guide to the Ralph M. Brown Act 2nd Edition, rev. July 2010
Website	CSBA District and County Office of Education Legal Services
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Cross References	**Description**
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3260	Fees And Charges
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.1	Uniform Public Construction Cost Accounting Procedures
3471	Parcel Taxes
7131	Relations With Local Agencies
7150	Site Selection And Development
7150	Site Selection And Development

7213	School Facilities Improvement Districts
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9223	Filling Vacancies
9310	Board Policies
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9324	Minutes And Recordings

Exhibit 9323.2-E(1): Actions By The Board **Status:** ADOPTED

Original Adopted Date: 10/01/2016 | **Last Revised Date:** ~~10~~03/01/2020~~20~~24 | **Last Reviewed Date:** ~~10~~03/01/~~2020~~2024

RESTRICTIONS ON BOARD ACTIONS ~~REQUIRING A SUPER MAJORITY VOTE~~

This exhibit is a non-exhaustive list of the Governing Board actions that require more than a majority vote as well as restrictions and prohibitions on when the Board may take certain actions. Other such actions may exist and may be identified in the future.

Actions Requiring a Two-Thirds Vote of the Membership of the Board

~~CSBA NOTE: The following exhibit lists some of the Governing Board actions that require more than a simple majority vote. Other such actions may exist and may be identified in the future.~~CSBA NOTE: For an action requiring a two-thirds vote to pass, a three-member governing board will need two board members to vote in favor of the item and a five-member board will need four board members to vote in favor of the item. For a seven-member board, five board members will constitute two-thirds of the board except, pursuant to Education Code 35165, if there are one or two vacancies, in which case four board members will constitute two-thirds of the board.

~~**Actions Requiring a Two-Thirds Vote of the Board**~~

~~CSBA NOTE: For an action requiring a two-thirds vote to pass, a three-member board will need two board members to vote in favor of the item, a five-member board will need four board members to vote in favor of the item, and a seven-member board will need five board members to vote in favor of the item.~~

1. Resolution declaring the ~~Governing Board's~~Board's intention to sell or lease real property (Education Code 17466)

2. Resolution declaring the ~~Board's~~Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

CSBA NOTE: Item #5 below is different from temporary borrowing pursuant to Government Code 53850-53858, which requires only a simple majority vote of the Board.

5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal

year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district so long the proposed use of property is not for nonclassroom facilities (Government Code 53094)

7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)

8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. ~~Resolution of intent~~ Decision to ~~issue~~ pursue the authorization and issuance of general obligation bonds ~~with the approval~~pursuant to paragraph (3) of ~~55 percent~~subdivision (b) of Section 1 of Article XIII A of the ~~voters~~California Constitution and subdivision (b) of Section 18 of Article XVI of the ~~district~~California Constitution (Education Code 15266)

~~10. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)~~

~~11. Resolution to place a parcel tax on the ballot (Government Code 53724)~~

~~CSBA NOTE: Code of Civil Procedure 1245.240 requires that, prior to commencing an eminent domain action, the Board adopt a resolution of necessity approved by a two-thirds vote of the Board unless a greater vote is required by statute, charter, or ordinance. In addition, if the Board desires to use the property for a different purpose than stated in the resolution of necessity, then pursuant to Code of Civil Procedure 1245.245, the Board must adopt, by two-thirds vote, another resolution authorizing the different use unless a greater vote is required by statute, charter, or ordinance.~~

10. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

CSBA NOTE: Item #1311 is for use by districts governed by a three-member board that have elected to use an alternative procedure for awarding contracts for public works projects pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000- 22045), which establishes a higher bid limit and a more informal bidding process for certain projects. For further information, see BP 3311.1—Uniform Public Construction Cost Accounting Procedures. ~~Districts with a five- or seven-member board should delete Item #11 below. See Item #4 in the section "Actions Requiring a Four-Fifths Vote of the Board" below for the corresponding language for a district with a five- or seven-member board.~~

11. When the district has a three-member Board and has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA), action to respond to an

emergency facilities condition without giving notice for bids to ~~let~~award contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

Actions Requiring a Four-Fifths Vote of the Membership of the Board

CSBA NOTE: For an action requiring a four-fifths vote to pass, a three-member board will need a unanimous vote in favor of the item, and a five-member board will need four board members to vote in favor of the item~~, and~~. For a seven-member board ~~will need~~, six board members ~~to vote in favor~~will constitute fourth-fifths of the ~~item~~board except, pursuant to Government Code 35165, if there is one or two vacancies, in which case five or four board members, respectively, will constitute fourth-fifths of the board.

Items #1 and #2 below are different from borrowing pursuant to Government Code 53850-53858, which requires only a simple majority vote of the Board.

1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)

2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-, 53824)

3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

CSBA NOTE: Item #4 is for use by districts governed by a five-member or seven-member board. Districts with a three -member board should delete Item #4 below. See Item #11 in Section "Actions Requiring a Two-Thirds Vote of the Membership of the Board" above for the corresponding language for a district with a three-member board.

Items #4-5 are for use by districts that have elected to use an alternative procedure for awarding contracts for public works projects pursuant to the UPCCAA. For further information, see BP 3311.1 - Uniform Public Construction Cost Accounting Procedures.

4. When the district has a five-member or seven-member Board and has adopted the procedures set forth in UPCCAA, action to respond to an emergency facilities condition without giving notice for bids to ~~let~~award contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

5. Resolution to award a contract for a public works project at $212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the UPCCAA for projects of $200,000 or less, all bids received are in excess of $200,000, and
the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

~~Action~~ Actions Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

1. Approval ~~A four-fifths vote~~ of ~~the Board members present at the meeting shall be required to approve~~ the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense. (Government Code 53790-53792)

~~Actions Requiring a Unanimous Vote of the Board~~ Actions Requiring a Unanimous Vote of the Membership of the Board

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510~~-~~, 17511)

2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

~~Action~~Actions Requiring a Unanimous Vote of the Board Members Present at the Meeting

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

Actions Required to Occur During a Regular Board Meeting

1. Termination of the Superintendent or an assistant superintendent without cause (Education Code 35150)

2. Discussion or action regarding the contract, salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1 (Government Code 54956)

Prohibitions on Certain Board Actions

CSBA NOTE: Pursuant to Education Code 35150, as added by SB 494 (Ch. 875, Statutes of 2023), the Board is prohibited from taking action to terminate the Superintendent or Assistant Superintendent as specified in the following paragraph.

1. Termination of the Superintendent or an assistant superintendent without cause within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled (Education Code 35150)

CSBA NOTE: Pursuant to Government Code 54230.7, as added by SB 229 (Ch. 774, Statutes of 2023), districts disposing of surplus land that received a notification of violation from the Department of Housing and Community Development are required to hold an open and public meeting to review and consider the substance of the notice of violation and may not take final action to ratify or approve the proposed disposal until a public meeting is held.

2. When the District is disposing of surplus land and has received a notification from the Department of Housing and Community Development pursuant to Government Code 54230.5 with regard to the surplus land, final action to ratify or approve the proposed disposal of surplus land unless the district holds an open and public meeting in compliance with Government Code 54230.7 to review and consider the substance of the notice

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Policy Reference Disclaimer:
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State	Description
Code of Civil Procedure 1245.240	Eminent domain vote requirements
Code of Civil Procedure 1245.245	Eminent domain; resolution adopting different use
Code of Civil Procedure 425.16	Special motion to strike in connection with a public issue
Ed. Code 15266	School construction bonds
Ed. Code 17466	Declaration of intent to sell or lease real property
Ed. Code 17481	Lease of property with residence for nondistrict purposes
Ed. Code 17510-17512	Leasing for production of gas; resolution requiring unanimous vote
Ed. Code 17546	Private sale of personal property
Ed. Code 17556-17561	Dedication of real property

Ed. Code 35140-35149	Meetings
Ed. Code 35150	Prohibition to terminate superintendent or assistant superintendent at specified meetings or times
Ed. Code 35160-35178.4	Powers and duties
Ed. Code 48660-48661	Community day schools; establishment and restrictions
Gov. Code 53090-53097.5	Regulation of local agencies by counties and cities
Gov. Code 53724	Parcel tax resolution requirements
Gov. Code 53790-53792	Exceeding the budget
Gov. Code 53820-53833	Temporary borrowing
Gov. Code 53850-53858	Temporary borrowing
Gov. Code 54230.5	Disposal of surplus land and receipt of notice of violation
Gov. Code 54230.7	Disposal of surplus land and receipt of notice of violation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54952.6	Action taken; definition
Gov. Code 54953	Meetings to be open and public; attendance
Gov. Code 54960-54960.5	Actions to prevent violations
Gov. Code 65352.2	Communicating and coordinating of school sites
Pub. Cont. Code 20110-20118.44	School district contracts
Pub. Cont. Code 20113	Emergencies; award of contracts without bids
Pub. Cont. Code 20114	Repairs, maintenance, and improvements to district facilities by day labor or force account
Pub. Cont. Code 22034	Uniform Public Construction Cost Accounting Act informal bidding ordinance
Pub. Cont. Code 22035	Repair or replacement of facilities in case of emergency
Pub. Cont. Code 22050	Emergency contracting procedures
Pub. Cont. Code 3400	Bid specifications
Management Resources	**Description**
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
Court Decision	Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109

Court Decision	Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
Court Decision	McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
League of California Cities Publication	Open and Public IV: A Guide to the Ralph M. Brown Act 2nd Edition, rev. July 2010
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	California Office of the Attorney General
Website	CSBA

Cross References

Code	Description
3260	Fees And Charges
3260	Fees And Charges
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.1	Uniform Public Construction Cost Accounting Procedures
3471	Parcel Taxes
6185	Community Day School
6185	Community Day School
7131	Relations With Local Agencies
7150	Site Selection And Development
7150	Site Selection And Development
7160	Charter School Facilities
7160	Charter School Facilities

7213	School Facilities Improvement Districts
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9150	Student Board Members
9200	Limits Of Board Member Authority
9223	Filling Vacancies
9310	Board Policies
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9324	Minutes And Recordings

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2. When the District is disposing of surplus land and has received a notification from the Department of Housing and Community Development pursuant to Government Code 54230.5 with regard to the surplus land, final action to ratify or approve the proposed disposal of surplus land unless the district holds an open and public meeting in compliance with Government Code 54230.7 to review and consider the substance of the notice

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Management Resources	**Description**
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003

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Court Decision	Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109
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CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
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Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
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Cross References

Code	Description
3260	Fees And Charges
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3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.1	Uniform Public Construction Cost Accounting Procedures
3471	Parcel Taxes
6185	Community Day School
6185	Community Day School
7131	Relations With Local Agencies
7150	Site Selection And Development

7150	Site Selection And Development
7160	Charter School Facilities
7160	Charter School Facilities
7213	School Facilities Improvement Districts
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9150	Student Board Members
9200	Limits Of Board Member Authority
9223	Filling Vacancies
9310	Board Policies
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9324	Minutes And Recordings

Exhibit (PDF) 9323.2-E PDF(1): Actions By The Board

Status: ADOPTED

Original Adopted Date: 04/11/2019

See PDF on the next page.

Exhibit 1

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

2. Resolution declaring intent of Board of Education to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing pursuant to Government Code 53820-53833, to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)

(cf. 7150 - Site Selection and Development)

(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8 and seeks to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district has an average daily attendance (ADA) of 2,500 or less and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

11. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

12. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

13. Resolution to place a parcel tax on the ballot (Government Code 53724)

14. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)

3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

5. Resolution to award a contract for a public works project at $187,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of $175,000 or less, all bids received are in excess of $175,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas (Education Code 17510-17511)

2. Waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

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
Code of Civil Procedure 1245.240	Eminent domain vote requirements
Code of Civil Procedure 1245.245	Eminent domain; resolution adopting different use
Code of Civil Procedure 425.16	Special motion to strike in connection with a public issue
Ed. Code 15266	School construction bonds
Ed. Code 17466	Declaration of intent to sell or lease real property
Ed. Code 17481	Lease of property with residence for nondistrict purposes
Ed. Code 17510-17512	Leasing for production of gas; resolution requiring unanimous vote
Ed. Code 17546	Private sale of personal property
Ed. Code 17556-17561	Dedication of real property
Ed. Code 35140-35149	Meetings
Ed. Code 35150	Prohibition to terminate superintendent or assistant superintendent at specified meetings or times
Ed. Code 35160-35178.4	Powers and duties
Ed. Code 48660-48661	Community day schools; establishment and restrictions
Gov. Code 53090-53097.5	Regulation of local agencies by counties and cities
Gov. Code 53724	Parcel tax resolution requirements
Gov. Code 53790-53792	Exceeding the budget
Gov. Code 53820-53833	Temporary borrowing
Gov. Code 53850-53858	Temporary borrowing
Gov. Code 54230.5	Disposal of surplus land and receipt of notice of violation
Gov. Code 54230.7	Disposal of surplus land and receipt of notice of violation
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54952.6	Action taken; definition
Gov. Code 54953	Meetings to be open and public; attendance
Gov. Code 54960-54960.5	Actions to prevent violations
Gov. Code 65352.2	Communicating and coordinating of school sites
Pub. Cont. Code 20110-20118.44	School district contracts
Pub. Cont. Code 20113	Emergencies; award of contracts without bids
Pub. Cont. Code 20114	Repairs, maintenance, and improvements to district facilities by day labor or force account
Pub. Cont. Code 22034	Uniform Public Construction Cost Accounting Act informal bidding ordinance
Pub. Cont. Code 22035	Repair or replacement of facilities in case of emergency
Pub. Cont. Code 22050	Emergency contracting procedures

Pub. Cont. Code 3400	Bid specifications

Management Resources References	Description
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
Court Decision	Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109
Court Decision	Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
Court Decision	McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
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9324	Minutes And Recordings

Exhibit (PDF) 9323.2-E PDF(2): Actions By The Board

Status: ADOPTED

Original Adopted Date: 03/11/2021 | **Last Reviewed Date:** 03/11/2021

See PDF on the next page.

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Note: The following exhibit lists some of the Governing Board actions that require more than a simple majority vote. Other such actions may exist and may be identified in the future.

Actions Requiring a Two-Thirds Vote of the Board

Note: For an action requiring a two-thirds vote to pass, a three-member board will need two board members to vote in favor of the item, a five-member board will need four board members to vote in favor of the item, and a seven-member board will need five board members to vote in favor of the item.

1. Resolution declaring the Governing Board's intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale or Lease of District-Owned Real Property)

2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

Note: Item #5 below is different from temporary borrowing pursuant to Government Code 53850-53858 which requires only a majority vote of the Board.

5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

10. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

11. Resolution to place a parcel tax on the ballot (Government Code 53724)

(cf. 3471 - Parcel Taxes)

Note: Code of Civil Procedure 1245.240 requires that, prior to commencing an eminent domain action, the Board adopt a resolution of necessity approved by a two-thirds vote of the Board unless a greater vote is required by statute, charter, or ordinance. In addition, if the Board desires to use the property for a different purpose than stated in the resolution of necessity, then pursuant to Code of Civil Procedure 1245.245, the Board must adopt, by two-thirds vote, another resolution authorizing the different use unless a greater vote is required by statute, charter, or ordinance.

12. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Note: Item #13 is for use by districts governed by a three-member board that have elected to use an alternative procedure for awarding contracts for public works projects pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045), which establishes a higher bid limit and a more informal bidding process for certain projects. For further information, see BP 3311.1 - Uniform Public Construction Cost Accounting Procedures.

13. When the district has a three-member Board and has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA), action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session)

Actions Requiring a Four-Fifths Vote of the Board

Note: For an action requiring a four-fifths vote to pass, a three-member board will need a unanimous vote in favor of the item, a five-member board will need four board members to vote in favor of the item, and a seven-member board will need six board members to vote in favor of the item.

1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)

2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

Note: Item #4 is for use by districts governed by a five-member or seven-member board.

Items #4-5 are for use by districts that have elected to use an alternative procedure for awarding contracts for public works projects pursuant to the UPCCAA. For further information, see BP 3311.1 - Uniform Public Construction Cost Accounting Procedures.

4. When the district has a five-member or seven-member Board and has adopted the procedures set forth in UPCCAA, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a

regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

5. Resolution to award a contract for a public works project at $212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the UPCCAA for projects of $200,000 or less, all bids received are in excess of $200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Action Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

A four-fifths vote of the Board members present at the meeting shall be required to approve the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense. (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

Actions Requiring a Unanimous Vote of the Board

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510-17511)

2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

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Gov. Code 53790-53792	Exceeding the budget
Gov. Code 53820-53833	Temporary borrowing
Gov. Code 53850-53858	Temporary borrowing
Gov. Code 54230.5	Disposal of surplus land and receipt of notice of violation
Gov. Code 54230.7	Disposal of surplus land and receipt of notice of violation
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Gov. Code 54953	Meetings to be open and public; attendance
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Pub. Cont. Code 22034	Uniform Public Construction Cost Accounting Act informal bidding ordinance
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Pub. Cont. Code 22050	Emergency contracting procedures

Pub. Cont. Code 3400	Bid specifications

Management Resources References	**Description**
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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2024-2025

BACKGROUND INFORMATION:
On June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give districts more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control Accountability Plan (LCAP).

In developing the LCAP, districts must solicit public input and consult with stakeholders. As part of the process, each district is required to hold a public hearing to review the LCAP and solicit the recommendations and comments of the members of the public regarding the goals, the specific actions and services, and the proposed expenditures.

Timeline:

- June 6, 2024 - Governing Board held a public hearing on the Proposed Local Control Accountability Plan
- Next part of the process is to move forward in the approval/adoption of LCAP by the Governing Board.
- Submit to the San Diego County Office of Education for approval.

- LCAP Report on a separate cover -

RECOMMENDATION:
Approve and adopt the Local Control Accountability Plan (LCAP) for school year 2024-2025.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement ~ Goal 2: School Culture and Student Well-Being ~ Goal 3: Parent Engagement

☐ **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

Local Control and Accountability Plan

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
San Ysidro School District	Maria C. Rodriguez Coordinator of Federal and State Programs and Language Acquisition	maria.rodriguez@sysdschools.org 619-428-4476

Plan Summary [2024-25]

General Information

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

The community of San Ysidro is located adjacent to the U.S. - Mexico border - a binational region. There are 3990 students are enrolled in the San Ysidro School District (SYSD). Of these students, almost 22% are identified as without stable housing according to McKenny-Vento guidelines., 76.8% are designated as socioeconomically disadvantaged, and 53.6% are English learners. Among our English learners, Spanish is the dominant primary language of our families, but over 18 other languages and dialects are represented within our school community. As a district we serve a higher-than-average percentage of students with disabilities, as almost 14% of our student population qualifies for Special Education services. The district consists of five elementary schools offering kindergarten through 6th grade and two middle schools serving students from grades 7 and 8. Additionally, the school district runs a preschool program through our Child Development Center (CDC). Transitional and pre-Kindergarten are offered within the district at selected school sites.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

California School Dashboard has identified the San Ysidro School District with the following:

- Our most pressing issue is Chronic Absenteeism, which has reached a critical level (red) with a significant increase of 4.1 from last year. We have initiated several measures and are working closely with SDCOE under Differentiated Assistance. Notably, Willow, Vista Del Mar Middle, Smythe, La Mirada, and Ocean View Hills have significantly risen. San Ysidro Middle School, while still a concern, has shown improvement, moving from red to orange with a decline of 2.5 pts from the prior year.
- Willow has Students with Disabilities, Hispanic, English Learners, Homeless, and Socioeconomically Disadvantaged in Red.
- Ocean View Hills has Students with Disabilities, Socioeconomically Disadvantaged, English Learners, Hispanic, Homeless, Two or More Races, and White students in Red.
- Vista Del Mar has English Learners, Hispanic, Homeless, socioeconomically Disadvantaged, and Students with Disabilities in Red.

On a positive note, the homeless student group population has declined across the district. This is a significant achievement and a testament to our collective efforts. San Ysidro Middle School's homeless student group population has decreased by 4.5 pts. from the prior year. While still in the yellow zone, Sunset has also seen a considerable decline of 9.4 pts. This is a positive trend that we hope to continue. It is important to note that Sunset has decreased in all student groups, with some groups experiencing significant declines.

The suspension Rate has increased (orange), with most of our schools at orange and medium. We have a high rate of suspensions for our African American student group in the district. San Ysidro Middle School is high but has declined by 0.4%, and they are yellow. Their homeless and students with disabilities were in yellow because there was a decline. Students with Disabilities declined by 2.3 pts, and homeless declined by 1.7 pts. Sunset Elementary is medium and has declined 0.6%; they are green. Sunset has all student groups in green and students with disabilities in blue. Ocean View Hills has maintained and continues to have a low status and is at green. Ocean View Hills has maintained two student groups at blue (White & Hispanic). They have declined in homeless (-0.6 pts.), students with disabilities (-0.6 pts.), two or more races (-0.1 pts.), and Filipino (-0.8 pts.) students. They have increased English Learners (0.3 pts.), socioeconomically disadvantaged (0.4 pts.), and African American (1.5 pts.) student groups.

English Language Arts was maintained, and we are Orange, with La Mirada and Willow in Red, San Ysidro Middle School, Sunset, Smythe in Orange, Vista Del Mar in Yellow, and Ocean View Hills in Green. Student groups Homeless and Students with Disabilities were Red, and African American, English Learners, Hispanic, and Socioeconomically Disadvantaged were in Orange.

- Sunset Elementary has Homeless in Red.
- San Ysidro Middle School has Homeless in Red.
- Willow has English Learners, Hispanic, Socioeconomically Disadvantaged, and Homeless in Red.

Mathematics has increased by 6.1 points, but we are still 70.4 points below standard, Yellow. We are very proud of this achievement. Ocean View Hills is in Green, San Ysidro Middle and Vista Del Mar are in Orange, Smythe, Willow, and Sunset are in Yellow, and La Mirada is in Red. Willow has Students with Disabilities in Red.

La Mirada qualified for Comprehensive Support and Improvement (CSI) because it is low-performing in Chronic Absenteeism, English

Language Arts, and Mathematics are in Red. It also has a Suspension Rate and English Learner Progress in orange.
Student Groups in Red:
Chronic Absenteeism - English Learners, Hispanic, Homeless, Socioeconomically Disadvantaged, and Students with Disabilities
English Language Arts - English Learners, Hispanic, Homeless, Socioeconomically Disadvantaged, and Students with Disabilities
Mathematics - English Learners, Hispanic, Homeless, Socioeconomically Disadvantaged, and Students with Disabilities

Smythe qualified for Additional Targeted Support and Improvement (ATSI) because it is low-performing in Chronic Absenteeism in Red, Suspension Rate, English Learner Progress, and English Language Arts in Orange. In the area of Chronic Absenteeism, English Learners, Hispanics, Homeless, Socioeconomically Disadvantaged, and students with disabilities are in Red. In English Language Arts, English Learners, Homeless, and Socioeconomically Disadvantaged are in Red. In Suspension Rate, Homeless is in Red.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

San Ysidro School District is eligible for Technical Assistance/Differentiated Assistance, consistent with EC Sections 47607.3, 52071.5, 52072, or 52072.5, and work is underway as part of receiving this assistance.

In LCFF State Priority 5, Pupil Engagement, San Ysidro School District has red on the Chronic Absenteeism Indicator.
Student Group: English Learners, Homeless, Hispanic, Tow or More Races, Socioeconomically Disadvantaged, and Students With Disabilities are in RED.

The work is underway, and our team members are:

- Russell Little - Asst Superintendent of Educational Leadership and Pupil Services
- Luis Ramos - Director of Educational Services
- Oscar Madera - Director of Special Education
- Manuel Bojorquez - Director of Human Resources
- Maria C. Rodriguez - Coordinator of Federal and State Programs & Language Acquisition
- Denise Villezcas - Student Services Coordinator
- Veronica Medina - Coordinator of Pupil Services
- Efrain Burciaga - Principal

As a team, we have meticulously collected three types of data, each providing a unique perspective: Satellite data, offering a broad view; Map data, providing a detailed understanding; and Street data, giving us a close-up look. This comprehensive and thorough data collection is a crucial and reassuring step in our work, ensuring that no aspect is overlooked.

Satellite data revealed that only one school would need to improve chronic absenteeism to get us to the next and that our English Learners, Hispanic, Homeless, two or More Races, socioeconomically Disadvantaged, and Students with Disabilities are on Red on the Dashboard.

Our students with disabilities have the highest chronic absenteeism.
Map data shows that students with disabilities score very high in kindergarten through 2nd grade in the LEA-created shared assessments. We also revealed that English Learners score very high in the LEA-created Math assessments and that CAASPP data in ELA moved from orange in 2022 to yellow districtwide in 2023.
Street data revealed that middle school students lack a sense of belonging, resulting in chronic absenteeism. Students stated that they wish they had a better relationship with their teachers and want them to know that they have a lot going on outside of school. Students also stated that more adult supervision is needed in the playground or lunch area and that everyone clearly understands the rules to help them feel safe.

The team has identified the root cause of the data analysis, a discrepancy in our tier 1 instruction and student engagement. We acknowledge this issue and are actively pursuing professional development to strengthen our Tier 1 instruction districtwide. We are also working on creating a districtwide system for Positive Behavior Intervention Support (PBIS), demonstrating our unwavering commitment to improving the educational environment for all students in the San Ysidro School District.

Goal 2 Action 2.1 - Professional Development with all educators on including all students in the learning environment. We will focus on inclusion and best practices for high student engagement. The root cause findings revealed a disconnect between adult and student perceptions of relationships, what inclusion looks and sounds like, and why students feel unsafe. This will support our aim to reduce chronic absenteeism, especially for our Students with Disabilities, Homeless, English Learners, and Unduplicated.

Comprehensive Support and Improvement

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

Schools Identified

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

La Mirada Elementary School

Support for Identified Schools

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

The LEA will work with La Mirada Elementary School to develop a plan informed by state indicators and a school level needs assessment. The state indicators show Chronic Absenteeism in Red for English Language Arts, and Mathematics for many student groups.

- Chronic Absenteeism - English Learners, Hispanic, Homeless, Socioeconomically Disadvantaged and Students with Disabilities
- English Language Arts - English Learners, Hispanic, Homeless, Socioeconomically Disadvantaged, and Students with Disabilities
- English Learners performance level are 99.9 points below standard and declined 30.3 points
- Hispanic performance level are 86.4 points below standard and declined 22 points
- Homeless performance level are 108.1 points below standard and declined 37.9 points
- Socioeconomically Disadvantaged performance level 91.2 points below standard and declined 23.9 points

- Students with Disabilities performance level 152.2 points below standard and declined 56.5 points
- Mathematics - English Learners, Hispanic, Homeless, Socioeconomically Disadvantaged, and Students with Disabilities
- English Learners performance level 112.4 points below standard and declined 20.3 points
- Hispanic performance level 104 points below standard and decline3d 5.4 points
- Homeless performance level 124.8 points below standard and declined 22.7 points
- Socioeconomically Disadvantaged performance level 109.4 points below standard and declined 11 points
- Students with Disabilities performance level 175.5 points below standard and declined 11.2 points

This information was shared with school site staff along with local data that included referral data and local assessment data for English Language Arts and Mathematics. These data presentations were the foundation for building understanding of present levels. The next steps included a needs assessment based on an understanding of the data and the identified needs of Educational Partners. The needs assessment included surveys, and feedback gathered at meetings with staff, parents, and students. Educational partner feedback will be gathered at staff meetings, department meetings, instructional leadership team meetings, positive behavior intervention and support (PBIS) committee meetings, School Site Council (SSC) meetings, and English Learner Advisory Committee (ELAC) meetings. Additionally, site administrator will meet with instructional staff to examine data, discuss classroom walk through observations, and to determine the next steps for improving instruction and equitable access for all students. In our analysis of school site needs we identified resource inequities by using data from the needs assessments that were distributed to staff and parents, LEA common assessment data for ELA and Math, State Assessment Data (ELPAC and CAASPP), as well as from classroom walk-through data. This information has helped us to determine the need for increased academic support for English Learners through academic language development and the need for high levels of academic language across all curricular areas. Additionally, our data indicated the need to support and develop student and family connectedness to the school which we are seeking to address through increased access through communication and PBIS strategies. An overview of the needs assessments also indicated the need to improve and support students through SEL and counseling, as this was an area that lacked resources. The interventions were selected through an evaluation of the needs assessments and alignment with the evidence-based interventions resources provided by the County Office of Education.

The needs assessment will determine that the greatest needs in relation to attendance and chronic absenteeism include parent communication and school climate. The identification of these two areas has supported the need to increase and refine parent involvement by improving our manner and frequency of communication. The school has added a monthly newsletter and weekly posts on social media, robocall and school websites of upcoming events. We will continue these methods of communication and continue to work with school site administrators to determine evidence based best practices to support chronic absenteeism issues. La Mirada plans to improve school culture by continuing and refining PBIS, through an active PBIS committee that works to achieve a system that motivates students and fosters student connectedness. The LEA has added additional support this year which impacts the school climate and culture. The LEA purchased a Tier I curriculum for Social Emotional Learning that is being implemented by teachers as part of our multi-tiered approach to mental health and well-being. This multi-tiered system also provides for a referral system to counseling support when deemed necessary. SWIS is being implemented for incident reporting, so that we are able to collect, summarize, and use student behavior data for decision making that is more effective and efficient. In terms of student attendance, the school's improved communication and school climate helps to incentivize student attendance and focus on the importance of attendance and engagement. The LEA is supporting attendance and engagement through a multi-tiered system which is coordinated at the district level with support from SDCOE and is managed on-site by the outreach consultant.

The needs assessment to determine the greatest needs in terms of student achievement indicated that the largest student need lies in the

language development of English language learners and academic language development of all learners. As the site worked with educational partners to pinpoint the needs of students and strategies to meet the needs of students, it was determined by educational partners that students would most benefit in terms of academic achievement with a site-wide focus on language development across all subjects and programs. La Mirada's principal is participating in equity work with the National Center for Urban School Transformation with a focus on supporting students who are at risk of becoming LTELs. This work includes professional learning, coaching from an NCUST executive coach, and a joint project. The project has focused on professional learning for staff and administrators (EL RISE, GLAD, and ELD), strategic class scheduling, and intervention supports).

The LEA is working with site administration to ensure that we were able to support the needs of the site as identified by educational partners. This has included discussing the site goals that were determined through the needs assessments and integrating the LCAP goals into the SPSA site goals and CSI plan. We will conduct meetings to analyze the information and data along the way to create a support system for the school sites needs and guide the development and implementation of needs assessment data into actions to meet the needs of students across the areas of concern.

Monitoring and Evaluating Effectiveness

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

To monitor the effectiveness of the plan we will monitor the data in the areas of attendance monthly through month end attendance data. This will include overall school attendance numbers, as well as reporting on the individual students who are at risk for chronic absenteeism or who have been referred for lack of engagement to discuss and analyze the implementation of their individual support plans and the impact that their plan is having on attendance and re-engagement. The review team will include the school outreach consultant, LEA Attendance Coordinator, and school site administrator.

In monitoring the effectiveness of the plan to address student achievement, an Educational Services administrator will meet with site administrators and site Instructional Leadership team will meet on a 6–8-week cycle to analyze LEA common assessment data for English Language Arts and Math, and our student groups of English Learners, Socioeconomically Disadvantaged, Hispanic, and Students with Disabilities. Additionally, we will work with teachers to identify an additional metric to track student growth. The focus of the meetings will be to assess student progress over time and the instructional practices, as well as to discuss individual student intervention plans for students who are demonstrating a lack of progress. This will help to provide site based instructional leadership as well as LEA based support.

To have a complete understanding of the impacts of the indicated interventions, we will also work to develop and implement the collection of survey data from teachers, parents, and students around school climate, communication, attendance, counseling, and behavioral supports, as well as the impacts of the implementation of SEL that will give us a deeper understanding of the qualitative aspects of these issues. This qualitative data and the quantitative data that is shared between each of the site & district level monitoring groups will be shared with the entire school site staff at staff meetings, ELAC (English Learner Advisory Committee), and to School Site Council(SSC) at SSC meetings on no less than a quarterly basis to ensure that all educational partners are able to analyze the data collected and monitor the progress towards the identified areas of support through close collaboration. These data analysis meetings will include a protocol to examine the various data points and look at the need to continue, refine, or revise actions within the plan to improve student’s outcomes.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
DELAC – District English Learner Advisory Committee	A presentation with LCAP goals was provided, and a digital/written survey was given for them to complete. Date 2/15/2024
DPAC – District Parent Advisory Committee	A presentation with LCAP goals was provided, and a digital/written survey was given for them to complete. Date 2/15/2024
DBAC – District Budget Advisory Committee	A presentation with LCAP goals was provided, and a digital/written survey was given for them to complete. Date 2/7/2024
CSEA – Classified Bargaining Unit	A presentation with LCAP goals was provided, and a digital/written survey was given for them to complete. CSEA - 4/5/2024
SYEA – Certificated Bargaining Unit	A presentation with LCAP goals was provided, and a digital/written survey was given for them to complete. SYEA - 4/10/2024
Parent/Staff/Student Responses	A presentation with LCAP goals was provided, and a digital/written survey was given for them to complete. QR code posters and Robocalls of presentation and survey links were sent and placed in the office and at the front of all schools. La Mirada - 2/27/2024 -Coffee with the Principal, ELAC Meeting, student leaders - staff on - 3/12/2024 Sunset - 3/7/2024 - Coffee with the Principal - staff - 4/2/2024 SYMS - 3/7/2024 - School Site Council Meeting and students - staff - 2/23/2024 OVH - 3/12/2024 - Coffee with the Principal - staff - 4/5/2024 Willow - 3/12/2024 - School Site Council - staff - 2/3/2024 Smythe - 3/14/2024 - School Site Council - staff - 3/15/2024 Vista Del Mar 3/2024 - Coffee with the Principal - 2/23/2024 SELPA - 4/19/2024

Educational Partner(s)	Process for Engagement
	LCAP Parent Survey and Presentation went out Districtwide on 3/7/2024 Principals and Management - 2/14/2024
Public Hearing	June 6, 2024
Governing Board Approval	June 20, 2024

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The San Ysidro School District prioritizes the engagement and feedback of our educational partners in creating the district plan. In preparation for drafting the LCAP goals, actions, and services for the new cycle 2024-2027 LCAP, the district conducted surveys to gather feedback from parents/guardians, students, staff, and management on student needs. These ongoing surveys were crucial in informing our Local Control Accountability Plan (LCAP) for the upcoming year. The feedback received from our educational partners, including parents, students, teachers, administrators, and school staff, provided valuable insights into the needs related to the five SYSD goals outlined in the LCAP.

The district engaged in a Differentiated Assistance (DA) workgroup focused on chronic absenteeism in collaboration with the San Diego County Office of Education (SDCOE). This workgroup evaluated data on chronic absenteeism for all students, including Students with Disabilities, Hispanic, Socioeconomically Disadvantaged, Homeless, Two or More Races, and English Learners. This analysis supported the development of the LCAP by helping us identify and implement actions and services to better support these student group.

Through data analysis and feedback, the district identified key areas of need, leading to an emphasis on providing the following services: targeted interventions for students, additional support for English language development, enrichment programs (e.g., sports, STEM, arts, music), mental health supports, continued technology support, learning opportunities for parents/guardians to better support their children, and the sustained implementation of communication strategies and health and safety practices. The San Ysidro School District has integrated this feedback into the supports and services prioritized in the creation of the LCAP. The next three goals were created for the 2024-2027 LCAP Cycle based on this information.

Goal 1 Student Achievement:
Caregivers have expressed the need for additional resources and support to enhance their children's academic performance. Teachers emphasize the importance of professional development opportunities to refine their instructional practices and the necessity of differentiated instruction to meet the diverse learning needs of students. Both parents and students have highlighted the need for improved English language acquisition programs and services, underscoring the importance of continuous professional development, such as EL Rise, which focuses on culturally responsive teaching practices.

Teachers also stressed the need for professional development centered on strategies to effectively support English language learners (ELLs). Administrators and school staff emphasized the importance of monitoring and assessing English language proficiency growth and providing appropriate interventions. Additionally, many teachers have requested more training in Project GLAD and best practices.

We have analyzed data with an equity lens, identifying specific student groups that need to accelerate their learning to mitigate the achievement gap, aiming to provide true equity for all students. This goal includes actions and services directly influenced by educational partner input, such as focusing on a technology plan to ensure 100% digital access for all students and providing professional learning to enhance technology use. Moreover, we will embed interventions for students within the instructional day and offer expanded learning opportunities before and after school.

A significant emphasis from our educational partners has been on English language and academic language development. Supporting English learners to meet annual progress goals and achieve reclassification within five years is a priority. We will support this goal with actions and services that focus on language acquisition strategies for all learners, including Students with Disabilities, Homeless, Socioeconomically Disadvantaged, and Hispanic student groups.

Goal 2 School Culture, Climate, and Student Well-Being:
Parents, students, teachers, administrators, and school staff all emphasized the significance of fostering a positive and inclusive school climate. They highlighted the need for safe and supportive environments that promote respect, cultural sensitivity, and collaboration. Addressing issues related to bullying, harassment, and discrimination was particularly important to parents and students.

Teachers and administrators stressed the importance of implementing social-emotional learning programs, restorative practices, and community-building initiatives to enhance the overall school climate. Families actively engage in offering feedback to the district to build these initiatives. Despite ongoing efforts, all educational partners continue to express concern about rising chronic absenteeism.

Prioritizing students' social-emotional well-being is recognized as crucial by parents, students, teachers, administrators, and school staff. They emphasized the need for additional counseling services, mental health resources, and trauma-informed practices. Promoting mental health awareness and reducing stigma around seeking support were also key points highlighted by parents and students, with students actively participating in Mental Health Awareness Month.

Teachers and administrators stressed the need for professional development on social-emotional learning strategies and effective classroom management techniques. They welcome support from educational partners such as the "Screening to Care" initiative and actively engage with the universal screener mySAEBRS.

Goal 3 Parent Engagement:
Parents, caregivers, and school staff have expressed a strong desire for increased parent engagement opportunities. They highlighted the need to maintain effective communication channels, including regular updates, newsletters, and online platforms, to facilitate information sharing. Parents emphasized the importance of involving families in decision-making processes and providing opportunities for meaningful participation in school activities.

School staff indicated the need for workshops and resources to help parents support their children's academic progress and navigate the education system. Parents welcomed the trainings offered by community partners such as South Bay Community Services, PIQE, and San Ysidro Health, and were engaged in the Multilingual English Learner Master Plan and Dual Language Task Force.

Overall, feedback from our educational partners demonstrated a shared commitment to the District's LCAP Goals: Student Achievement, School Climate and Student Well-being, and Parent Engagement. These insights will inform our strategies and actions outlined in the LCAP, addressing the identified needs and ensuring a supportive and successful educational experience for all members of our community.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	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.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

The San Ysidro School District has developed this goal after analyzing dashboard and internal data to ensure that we continue to focus on student achievement and the implementation of CCSS and state frameworks. The data analysis prompted the need to focus on accelerating learning increases for student groups with achievement gaps in relation to their peers, as identified through California Dashboard data and local assessment data. Based on the following data and educational partner input collected, the district has determined that we need to focus on English learners and students with disabilities to accelerate their learning and support them in closing the achievement gap. This goal and the focus on helping students who need extra support to bridge an academic gap was a direct result of educational partner input that indicated the need to have intervention support for students available during the school day and after school to support all students with their unique learning needs, including unduplicated students and students with disabilities. Assisting Socioeconomically Disadvantaged and English Learner families in understanding online tools and student management systems so that they can better support their student(s) at home and access reading materials for students to use at home.

2022-2023 Data-CAASPP (California Assessment of Student Performance and Progress)
Percentage of students who met or exceeded standards

English Language Arts (ELA)

- All Students - 35.48%
- Hispanic/Latino - 32.88%
- Filipino - 70.21%
- Black or African American - 53.22%

- White - 47.73%
- Socio-Economic Disadvantaged (SED) - 29.61%
- Reclassified Fluent English Proficient (RFEP) - 56.15%
- English Learners (EL) - 7.47%
- Students with Disabilities (SWD) - 11.82%

2022-2023 Data - CAASPP (California Assessment of Student Performance and Progress)
Percentage of students who met or exceeded standards

Mathematics

- All students - 23.91%
- Hispanic/Latino - 21.31%
- Filipino - 62.77%
- Black or African American - 33.33%
- White - 33.33%
- Socio-Economic Disadvantaged (SED) - 19.66%
- Reclassified Fluent English Proficient (RFEP) - 35.45%
- English Learner (EL) - 7.28%
- Students With Disabilities (SWD) - 7.45%

2022-2023 English Language Proficiency Indicator (ELPI)
Percentage of current EL Students making progress toward English Language Proficiency or maintaining the highest level
53.1% making progress towards English Language Proficiency

2024-2025 Data - CAASPP (California Assessment of Student Performance and Progress) Will be added as a baseline
Percentage of students who met or exceeded standards

Science

- All students
- Hispanic/Latino - 20.10% - 5th Grade, 17.58% - 8th Grade
- Filipino - 50.41% - 5th Grade, 47.13% - 8th Grade
- Black or African American - 15.5% - 5th Grade, 13.01% - 8th Grade
- White - 48.74% - 5th Grade, 43.49% - 8th Grade
- Socio-Economic Disadvantaged (SED) - 20.01% - 5th Grade, 17.95% - 8th Grade
- Reclassified Fluent English Proficient (RFEP) - 41.61% 5th Grade, 28.37% - 8th Grade
- English Learner (EL) 3.75% -5th Grade, 1.25% - 8th Grade

- Students With Disabilities (SWD) - 11.84% 5th Grade, 7.17% - 8th Grade

Teachers Appropriately Assigned: 100%

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	Pupil Achievement and Academic Indicator CAASPP: SBAC ELA Scale Score Points Distance From Standard	2022-2023 ELA Scale Scores Points Distance From Standard All Students - 41.4 points below standard English Learners - 65.9 points below standard Socio-Economic Disadvantaged - 56.6 points below standard Students with Disabilities - 115.7 points below standard			By June 2027, as measured by the scale score points distance from the standard on the English Language Arts portion of the CAASPP/SBAC, as follows: ALL - 26.4 points below standard EL - 50.9 points below standard SED - 41.6 points below standard SWD - 100.7 points below standard	
1.2	Pupil Achievement and Academic Indicator-State and Local Measure LEA Created Common Assessments ELA	2023-2024 ELA LEA Created Common Assessments ELA GR K-2			By June 2027, as measured by students scoring at meets or exceeds standard on the LEA Common Assessment for	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Students scoring at Meets or Exceeds Standard	ALL - 66% EL - 59% SWD - 44% ARLTEL (At-Risk LTEL) Baseline will be determined in year 1 - No Data at this time GR 3-8 ALL - 56% EL - 37% SWD - 42% ARLTEL (At-Risk LTEL) Baseline will be determined in year 1 - No Data at this time			English Language Arts as follows: GR K-2 ALL: 75% EL: 68% SWD: 53% ARLTEL (At-Risk LTEL) Baseline will be determined in year 1 - No Data at this time GR 3-8 ALL: 65% EL: 46% SWD: 51 % ARLTEL (At-Risk LTEL) Baseline will be determined in year 1 - No Data at this time	
1.3	Academic Indicator: CAASPP: SBAC - Math Scale Score Points Distance From Standard	Scale Score Points Distance From Standard ALL - 70.4 points below standard English Learners - 87.8 points below standard Socio-Economic Disadvantaged - 83.5 points below standard			By June 2027, as measured by the scale score points distance from the standard on the Mathematics portion of the SBAC, as follows: ALL - 55.4 points below standard EL - 72.8 points below standard	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Students With Disabilities - 139.7 points below standard			SED - 68.5 points below standard SWD - 124.7 points below standard	
1.4	Pupil Achievement and Academic Indicator- State and Local Measure LEA Created Common Assessments Mathematics Students scoring at Meets or Exceeds Standard	2023-2024 Mathematics LEA Created Common Assessments Mathematics GR K-2 ALL - 80% EL - 76% SWD -73% ARLTEL (At-Risk LTEL) Baseline will be determined in year 1 - No Data at this time GR 3-8 ALL - 50% EL - 34% SWD - 34% ARLTEL (At-Risk LTEL) Baseline will be determined in year 1 - No Data at this time			By June 2027, as measured by students scoring at meets or exceeds standard on the LEA Common Assessment for Mathematics as follows: GR K-2 ALL: 89% EL: 85% SWD: 82% ARLTEL (At-Risk LTEL) GR 3-8 ALL: 59% EL: 43% SWD: 43% ARLTEL (At-Risk LTEL)	
1.5	Academic Indicator: English Language Proficiency Assessment of California (ELPAC)	Percentage of ELs Who: • Decreased at least one ELPI Level - 11.5%			By June 2027 Percentage of ELs Who: • Decreased at least one ELPI	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Percentage of English Learners who make annual progress towards English Proficiency as measured by ELPAC (increase of one ELPAC level)	• Maintained ELPI Levels 1, 2L, 2H, 3L, 3H - 35.2% • Maintained ELPI Level 4 - 0.8% • Progressed at least on ELPI Level - 52.5% 53.1% making progress towards English Language Proficiency			Level - 11.5% • Maintained ELPI Levels 1, 2L, 2H, 3L, 3H - 35.2% • Maintained ELPI Level 4 - 0.8% • Progressed at least on ELPI Level - 52.5% 62.1% making progress towards English Language Proficiency	
1.6	Academic Indicator English Learner Reclassification Rate Percentage of English Learners reclassified each year	2024 Reclassification Rate - 2.35% (53 students)			By June 2027, Reclassification Rate - 8% of English Learners will meet the board-approved requirements for reclassification which is an increase of 2% per year for a total of 6%.	
1.7	Academic Indicator - Local Measure	Maintain access for 100% of students to			Maintain access for 100% of	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Implementation of the academic content and performance standards adopted by the State Board	academic content and performance standards adopted by the State Board			students to academic content and performance standards adopted by the State Board	
1.8	Basic Services: Every pupil in the school district has access to standards-aligned instructional materials	Maintain access for 100% of students to standards-aligned instructional materials as measured by the SARC Report and Williams.			Maintain 100% sufficiency of standards-aligned instructional materials for all students as reported on the SARC (School Accountability Report Card) and by the board resolution of sufficiency of instructional materials	
1.9	Basic Services: Teacher Credentialing and Teacher Assignments	Maintain 100% of our teachers appropriately credentialed and assigned as measured by CTC (California Teacher Credentialing)			Maintain 100% of our teachers appropriately credentialed and assigned.	
1.10	Implementation of Standards: Language Acquisition Programs and services enable ELs to access the CCSS and ELD standards to gain academic content	100% of English learners will access Language acquisition programs and services to access the CCSS and ELD standards, gaining academic content knowledge and English language			Maintain 100% access for English learners to programs and services that enable them to access the CCSS and ELD standards for	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	knowledge and English language proficiency.	proficiency as determined by the master schedule review and Multilingual Language Learner Master Plan.			purposes of gaining academic content knowledge and English language proficiency.	
1.11	Course Access: Broad Course of Study that includes all of the subject areas described in Section 51210 and Section 51220 for unduplicated students, as well as students with exceptional needs: *PE Schedules *STEM Schedules	100% of elementary students have access to STEAM and PE during teacher collaboration time, determined by master schedule			Maintain 100% access for elementary students to STEM and PE during teacher collaboration time.	
1.12	Other Pupil Outcomes: Physical Fitness Test Participation Rate	Physical Fitness Test 2023-2024 Participation Rate: 5th Grade: La Mirada - 98% OVHS - 99% Smythe - 97% Sunset - 99% Willow - 99% (455 of 462) 7th Grade: SYMS - 99% VDM - 70% (388 of 442)			By June 2027, as measured by the Physical Fitness Test - Participation Rate, will increase to 100% in all school sites.	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.13	Pupil Achievement and Academic Indicator CAASPP/SBAC Science Scale Score Points Distance From Standard	CAASPP Scores for 2023 All Students: 5th Grade - 30.18% of students met or exceeded standards for science 8th Grade - 28.76% of students met or exceeded standards for science Students by groups: • Hispanic/Latino - 20.10% - 5th Grade, 17.58% - 8th Grade • Filipino - 50.41% - 5th Grade, 47.13% - 8th Grade • Black or African American - 15.5% - 5th Grade, 13.01% - 8th Grade • White - 48.74% - 5th Grade, 43.49% - 8th Grade • Socio-Economic Disadvantaged (SED) - 20.01% - 5th Grade, 17.95% - 8th Grade			By June 2027, as measured by the CAASPP: SBAC Science All Students: 5th Grade - 35% of students will meet or exceed standards for science 8th Grade - 33% of students will meet or exceed standards for science Students by groups: • Hispanic/Latino - 25% - 5th Grade, 22% - 8th Grade • Filipino - 55% - 5th Grade, 52% - 8th Grade • Black or African American - 20% - 5th Grade, 18% - 8th Grade	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		• Reclassified Fluent English Proficient (RFEP) - 41.61% 5th Grade, 28.37% - 8th Grade • English Learner (EL) 3.75% - 5th Grade, 1.25% - 8th Grade • Students With Disabilities (SWD) - 11.84% 5th Grade, 7.17% - 8th Grade			• White - 53% - 5th Grade, 48% - 8th Grade • Socio-Economic Disadvantaged (SED) - 25% - 5th Grade, 22% - 8th Grade • Reclassified Fluent English Proficient (RFEP) - 46% 5th Grade, 33% - 8th Grade • English Learner (EL) 8% - 5th Grade, 6% - 8th Grade • Students With Disabilities (SWD) - 16% 5th Grade,	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					12% - 8th Grade	

Goal Analysis [2023-24]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

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

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

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

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Curriculum, Instruction & Data Driven Systems:	Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success.	$38,794,525.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.2	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	Keep up with Data Reflection Sessions, supported by the Science/PE Teams. These sessions allow teachers and administrators to look closely at student assessment data, including for unduplicated students and those with disabilities. This helps in planning personalized instruction for all students. Alongside this, students get extra learning opportunities in areas like SPARKs Physical Education and Project Lead the Way (PLTW) STEM modules, focusing on social-emotional skills and language development. After each assessment cycle, site and district administration come together to go over the data from all schools, figuring out where the system needs to improve and what extra support might be necessary, like more training and coaching for teachers. This approach ensures that every student, including unduplicated students and those with disabilities, gets the support they need through effective teaching practices. Students with Disabilities and Homeless students are in the RED for ELA District wide, Sunset, and SYMS. La Mirada and Willow have HI, HOM, MR, SED, SWD, and ELs in the RED. Smythe has SED, HOM, and ELs in the RED for ELA as well. (See Attachment for all schools)	$1,337,662.00	Yes
1.3	College and Career Readiness and 21st Century Learning	Sustain and enhance Middle schools programs like college readiness and STEM, while also expanding elective options such as AVID, Computer Science (PLTW), Spanish, VAPA, and offerings like Gifted and Talented Education (GATE). Elementary schools will similarly integrate GATE and PLTW programs. These programs promote equal access for all students, including unduplicated students and students with disabilities.	$154,200.00	No
1.4	State & Federal Program Monitoring	Focus on rigorous data analysis, evaluating program effectiveness, and closely monitoring the progress of unduplicated students. The purpose will be to accelerate academic growth, ensuring every student receives the support they need to thrive. Resources will given for support staff to monitor this data. According to the California Dashboard, our English Learners are struggling and are in the RED in ELA for the district, La Mirada, Smythe, Sunset, Willow, and SYMS. In RED for math, Willow and La Mirada. (See chart of schools attached)	$372,100.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.5	Curriculum, Instruction, and Data Driven Systems with Resource Teacher support	Develop a training program for resource teachers to focus on curriculum, professional development, instructional coaching, and special programs. Establish and implement a system for resource teachers to demonstrate effective lessons and innovative teaching strategies to teachers at school sites.	$905,000.00	No
1.6	Curriculum, Instruction, and Data-Driven Systems: DRS SPED/Dually Identified Focus	Quarterly DRS Sessions with RSP teachers at the district level to monitor and support the needs of students with disabilities and dually identified English learners and LTELs to monitor the continuous improvement cycle supporting academic achievement for all students, including unduplicated students and students with disabilities. (See chart of schools attached)	$1,300,000.00	No
1.7	Intervention support for struggling students	Develop a schedule for small group instruction sessions to begin at the beginning of every school year. Implement progress monitoring measures to track the academic growth of targeted students every DRS session. Provide Professional Development for teachers and staff to support ELs and LTELs. Evaluate the effectiveness of the intervention program by the end of the school year by using student performance data and feedback from teachers and students for ELA and Math. Adjust intervention strategies as needed based on evaluation results to ensure continuous improvement. Distribute the support needed for the intervention program. To support English Learners, LTELs, foster youth, and low income students with academic and annual progress towards reclassification we will provide intervention teachers for all schools especially the ones with RED indicators in ELA. (see the attached chart for schools)	$650,000.00	Yes
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. Based on the CA Dashboard we had students who decreased at least one ELPI Level - 11.5% and students who maintained ELPI Levels 1, 2L, 2H, 3L, 3H - 35.2%.	$200,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.9	Supplemental Materials for Low-income students	Purchase supplemental reading materials for low-income students to use at home. Looking at local and state data, we found that our low-income students had trouble meeting or exceeding standards. Educational partners, teachers, and students indicated that they did not have reading materials at home. SYSD will look at our schools that have RED indicators. (see the attached chart for schools)	$97,400.00	Yes
1.10	Professional Learning: PD, Guided Planning, Implementation and Coaching Support	In response to feedback from educational partners and a review of data, teachers and administrators will have the opportunity to participate in ongoing PD and Coaching to support the improved implementation of integrated and designated ELD, ELA, and Math instructional strategies to address the needs of ELs, students with disabilities, and unduplicated students. CAASPP/SBAC Data indicates that La Mirada and Willow are IN RED for ELA and the District is in ORANGE for ELA. We have student groups HOM and SWD in the RED for the District . (See chart Attachment)	$580,000.00	Yes
1.11	Small Group Instruction Support	Assess the current level of intervention support, hire paraprofessionals, and identify areas where additional support is needed. Based on student needs, determine the number of additional paraprofessionals required or the increase in hours needed. Develop a plan for providing small group instruction and expanded learning opportunities tailored to the needs of unduplicated students, students with disabilities, and chronically absent students. Dashboard Data indicates that La Mirada and Willow are IN RED for ELA, and the District is in ORANGE for ELA. We have student groups HOM and SWD in the RED for the District and HOM at SYMS. We also have Sunset with HOM and Smythe with EL, HOM, and SED in ELA in the RED. For Math we have La Mirada with HI, HOM, MR, SED, SWD, and ELs in RED and also Willow with SWD (See chart Attachment).	$2,700,000.00	Yes
1.12	Curriculum, Instruction & Data Driven Systems: Dual	To support and improve students' academic success in our language acquisition programs of SEI and the Dual Language program, we will provide additional certificated staffing focused on increasing and improving	$4,505,971.00	Yes

Action #	Title	Description	Total Funds	Contributing
	Language and SEI Support	services for students with disabilities, English learners (ELL), long-term English learners (LTELs), Reclassified (RFEPs), foster youth, and low-income students. This action aims to ensure these student groups receive the necessary support and resources to thrive in a bilingual educational environment. We will also maintain reduced class sizes in grades K-3 and 4-6. This strategy will create smaller, more manageable classroom settings, which are particularly beneficial for ELL students, foster youth, and students identified under the McKinney-Vento Homeless Assistance Act. By reducing class sizes, teachers can offer more individualized attention and tailored instruction, further supporting these vulnerable student populations' unique needs.		
1.13	Technology Plan	We will update our technology plan to improve district-wide services and ensure equitable digital access for all students, including unduplicated students (English learners, foster youth, and low-income students). This includes maintaining a 1:1 device ratio at all school sites and upgrading equipment and software. We will also focus on enhancing digital literacy and digital citizenship to prepare students for the demands of the 21st century. Moreover, we will continue to provide professional learning opportunities and support for educators in technology integration, digital literacy, and digital citizenship. These professional development initiatives aim to equip teachers with the skills necessary to effectively implement and teach 21st-century skills, ensuring that all students, particularly unduplicated students, can fully benefit from enhanced digital learning environments. CA Dashboard is in the RED and Orange for ELA and Math (See chart attachment).	$1,475,000.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free, while also equipping them with the necessary social-emotional skills to build resilience and thrive not only in an equitable educational environment but also in their community and beyond.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Through the process that involved data analysis, educational partner input, and district-wide feedback sessions, the San Ysidro School District has determined the imperative to prioritize student engagement, attendance, chronic absenteeism, and suspension rates. This comprehensive review revealed a pressing need to enhance student support for engagement and school connectedness as integral components of academic success. Additionally, educational partners have emphasized the necessity to address students' emotional well-being, supported by observational and survey data, referrals for behavioral/.mental services, and direct input. Recognizing the significance of these factors for the success of unduplicated students, the district is committed to implementing strategies aimed at fostering a supportive educational environment.

2023-2024 CHKS Survey Data
Elementary 3-5 grade
School Engagement & Supports:
School Connectedness - 70%
Monthly Absences (3+) - 22.5%
Caring Adult Relationships - 68%
Facilities Upkeep - 60%
School Safety:
School safe or very safe - 72%
Experienced Harassment/Bullying - 40%
Rumors or lies spread about you - 45%
Seen a weapon on campus - 15%
Substance Abuse:
Current alcohol or drug use - 26%

Current vaping - 4%
Social & Emotional Health:
Social emotional distress - 24%
Experienced chronic sadness/hopelessness - 16%

CHKS Secondary 6-8 grade
School Engagement & Supports:
School Connectedness - 48%
Monthly Absences (3+) - 18%
Caring Adult Relationships - 52%
Facilities Upkeep - 31%
School Safety:
School safe or very safe - 48%
Experienced Harassment/Bullying - 34%
Rumors or lies spread about you - 41%
Seen a weapon on campus - 13%
Substance Abuse:
Current alcohol or drug use - 9%
Current vaping - 7%
Social and Emotional Health:
Social Emotional Distress 21%
Experienced Chronic sadness/Hopelessness 31%
Considered suicide 10%
Optimism 53%
Self-efficacy 65%

CHKS Staff:
School supports for students and staff:
Caring Adult relationships - 41%
Student meaningful participation - 34%
High expectations-adults in school 47%
Facilities upkeep - 24%
Antibullying climate 38%
School Safety:
Safe place for staff - 30%
Safe place for students - 32%
Sufficient Resources to create a safe campus - 25%
Substance use and mental health:
Alcohol and drug use - 8%
vaping - 13%

Student depression - 46%

CHKS Parents:
Parent Involvement:
Promotion of parental involvement - 36%
Parent involvement in school - 49%
Parents feel welcome to participate at school - 38%
School Safety:
Safe place for my child - 38%
School has adults who really care about students - 39%
Teachers responsive to child's social and emotional needs - 88%
School provides parents with advice and resources - 81%
School has clean and well-maintained facilities - 36%
Substance use, School disorder, and Bullying
Substance use problems: 14%
Student vaping - 9%
Harassment or bullying of students - 19%

2023 California Dashboard Data
Suspension Rate: 3% suspended at least on day

2023 California Dashboard Data
Chronic Absenteeism Rate - 32.3% chronically absent

2023-2024 Attendance Data
SYSD - 92.61%%

La Mirada - 91.86%
Ocean View Hills - 94.57%
Smythe - 89.91%
Sunset - 94.22%
SYMS - 84.09%
Vista Del Mar - 94.28%
Willow - 90.85%

2022-23 - CALPADS 14.1 Student Absenteeism Count
Total SYSD - 9.24%

La Mirada: 10.54%
Ocean View Hills: 5.65%

San Ysidro Middle: 11.78%
Smythe:18.56%
Sunset: 4.96%
Vista Del Mar: 6.64%
Willow: 9.47%

2023-2024 FIT Report
100% of schools with rating of "good" or better - Facility Inspection Tool (FIT Report)

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Pupil Engagement: CA Dashboard Chronic Absenteeism	2022-2023 CA Dashboard Data Chronic Absenteeism - 32.2% Chronically absent Increased from last year by 4.1%			By June 2027, chronic absenteeism will decrease for all students, including SWD and Homeless students, by 5% as measured by the CA Dashboard Chronic Absenteeism.	
2.2	Basic Services: Facility Inspection Tool (FIT Report)	100% of schools with rating of "good" or better - Facility Inspection Tool (FIT Report)			Maintain 100% of schools with rating of "good" or better -FIT Report	
2.3	School Climate: 2022-23 Data Quest Suspension Data	2022-23 Data Quest Suspension Rate:3%			By June 2027, the suspension rate will have	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					decreased and be at 1% or lower.	
2.4	School Climate: CHKS Survey Students	CHKS Survey Data 2023-2024 School Engagement & Supports: School Connectedness - 70% Monthly Absences (3+) - 22.5% Caring Adult Relationships - 68% Facilities Upkeep - 60% School Safety: School safe or very safe - 72% Experienced Harassment/Bullying - 40% Rumors or lies spread about you - 45% Seen a weapon on campus - 15% Substance Abuse: Current alcohol or drug use - 26% Current vaping - 4% Social & Emotional Health: Social-emotional distress - 24%			By June 2027, the data will improve for each area as indicated: School Engagement & Supports School Connectedness 76% Monthly Absences (3+) 20% Caring Adult Relationships 74% Facilities Upkeep 66% School Safety School safe or very safe 78% Experienced Harassment/Bullying 34% Rumors or lies spread about you 39% Seen a weapon on campus 12% Substance Abuse Current alcohol or drug use: 20% Current vaping - 2%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Experienced chronic sadness/hopelessness 36% Considered suicide 14% Self-Efficacy 68% Self Awareness 65% Problem Solving 48% Optimism 56% Gratitude 68%			Social & Emotional Health Social-emotional distress- 20% Experienced chronic sadness/hopelessness 30% Considered suicide 10% Self-Efficacy 72% Self Awareness 70% Problem Solving 53% Optimism 60% Gratitude 72%	
2.5	School Climate: CHKS Survey Staff and Parents	CHKS Survey Data 2023-2024 CHKS Staff: School supports for students and staff: Caring Adult relationships - 41% Student meaningful participation - 34% High expectations from adults in school 47% Facilities upkeep - 24% Antibullying climate 38% School Safety:			By June 2027, the data will improve for each area as indicated: CHKS Staff: School supports for students and staff: Caring Adult relationships - 47% Student meaningful participation - 40% High expectations-adults in school 53%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Safe place for staff - 30% Safe place for students - 32% Sufficient Resources to create a safe campus - 25% Substance use and mental health: Alcohol and drug use - 8% vaping - 13% Student depression - 46% CHKS Parents: Parent Involvement: Promotion of parental involvement - 36% Parent involvement in school - 49% Parents feel welcome to participate at school - 38% School Safety: Safe place for my child - 38% School has adults who really care about students - 39% Teachers responsive to child's social and emotional needs - 88% School provides parents with advice and resources - 81%			Facilities upkeep - 30% Antibullying climate 30% School Safety: Safe place for staff - 38% Safe place for students - 40% Sufficient Resources to create a safe campus - 35% Substance use and mental health: Alcohol and drug use - 4% vaping - 8% Student depression - 38% CHKS Parents: Parent Involvement: Promotion of parental involvement - 36% Parent involvement in school - 49% Parents feel welcome to participate at school - 38% School Safety: Safe place for my child - 38%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		School has clean and well-maintained facilities - 36% Substance use, School disorder, and Bullying Substance use problems: 14% Student vaping - 9% Harassment or bullying of students - 19%			School has adults who really care about students - 39% Teachers responsive to child's social and emotional needs - 88% School provides parents with advice and resources - 81% School has clean and well-maintained facilities - 36% Substance use, School disorder, and Bullying Substance use problems: 14% Student vaping - 9% Harassment or bullying of students - 19%	
2.6	Pupil Engagement: LEA Attendance Data	2022-23 Attendance Data SYSD Total - 91.33% La Mirada - 90.86% OVHS - 94.47% Smythe - 87.97% Sunset - 93.00%			By June 2027, the local attendance data will indicate a 1.5% increase as measured by our LEA data tracker.	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		SYMS - 87.36% VDM - 94.021% Willow - 90.39%				
2.7	Pupil Engagement: CALPADS 14.1 Student Absenteeism Snapshot	CALPADS 14.1 Student Absenteeism Snapshot (3/1/2024) SYSD Total: 9.24% La Mirada: 10.54% Ocean View Hills: 5.65% San Ysidro Middle: 11.78% Smythe:18.56% Sunset: 4.964% Vista Del Mar: 6.64% Willow: 9.47%			By June 2027, all schools will show a 2% decline in Chronic Absenteeism Rates as measured by CALPADS 14.1 Student Absenteeism Snapshot.	
2.8	Pupil Engagement: Middle School Dropout Rates CALPADS 1.14 Dropout Counts	Middle School Dropout Rates CALPADS 1.14 Dropout Counts (3/1/2024) Total:17 San Ysidro Middle:11 Vista Del Mar: 6			By June 2027, all schools will show a decline in Middle School Dropout Rates of 6 students total	
2.9	School Climate: 2022-23 Data Quest: Expulsion Rate	2022-23 Data Quest: Expulsion Rate: 0%			By June 2027 the expulsion rate will remain at 0%.	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.10	School Climate Universal Screener	2023-2024 Universal Screener 23-24 Average: Tier 1 Low Risk - 72% Tier 2 Some Risk - 24% Tier 3 High Risk - 4%			By June 2027, the Universal Screener data will show a decrease in the number of students indicated for Tier 2 and Tier 3 supports by 3% and 2% of the baseline data, respectively.	
2.11	Mental Health/Social Emotional Well Being Threat Assessments & Suicide Risk Assessments	2022-2023 Threat Assessments: SYSD Total- 64 La Mirada - 2 OVHS- 7 Smythe- 8 Sunset- 3 Willow- 16 SYMS- 17 VDM- 9 2022-2023 Suicide Risk Assessments: SYSD Total- 89 La Mirada - 5 OVHS- 12 Smythe- 17 Sunset- 8 Willow- 9 SYMS- 37 VDM- 2			By June 2027, the Threat Assessment Data will show SYSD Total: 54 (-10) By June 2027, the Suicide Risk Assessment Data will show SYSD Total: 79 (-10)	

Goal Analysis [2023-24]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

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

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

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

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
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. Suspension is in RED for the District with AA and Smythe with HOM. (See attachment of schools)	$0.00	No
2.2	Visitor Management Software Support	The district will continue with the implementation of the the RAPTOR visitor system with installation, professional development, and implementation to increase security and safety on all campuses for the wellbeing of all students including unduplicated students.	$10,000.00	No

Action #	Title	Description	Total Funds	Contributing
2.3	Maintenance, Operations, Transportation, and Facilities support	Ensure additional staff are available to maintain facilities, guaranteeing safety and access for all students, including those from unduplicated at each school site. Maximize personnel usage to ensure student safety and equitable access.	$5,628,325.00	No
2.4	School Safety Support	Each campus will have support in maintaining site safety and supervision through the continued employment of campus security. Campus security ensures a safe and welcoming school environment for all students, including unduplicated students, through implementing PBIS and Restorative Justice practices. District and site needs safety plans will be reviewed and revised to comply with state and county regulations.	$1,577,000.00	Yes
2.5	Mental Health Supports	We will hire additional staff to support social and emotional well-being through a multi-tiered system that provides universal social and emotional learning access. These new staff members will help build capacity in this area and support students needing Tier 2 and Tier 3 interventions. Additionally, we will bring on temporary social workers to assist in implementing this multi-tiered support system for mental health. These social workers will focus on Tier 1 interventions and provide small group or one-on-one services to students requiring additional support, including those with social and emotional well-being needs, as measured by mySAEBRS data. This comprehensive approach emphasizes universal access to social-emotional learning while ensuring targeted support for students needing more intensive interventions. By building staff capacity in the realm of social-emotional well-being, we aim to create a robust support network that addresses the diverse needs of our student population. Our District and La Mirada, Smythe, Sunset, OVH, Willow, SYMS, and VDM have Chronic Absenteeism in the RED with ALL students groups including WH for OVH and MR for the District, La Mirada, Smythe, OVH, and Willow. Suspension is in RED for the District with AA and Smythe with HOM. (See attachment of schools)	$375,000.00	Yes
2.6	Attendance Initiative Support	We will engage Outreach Consultants to help implement Attendance Initiatives, including Attendance Recovery Programs, family assistance services, and Student Attendance Review Teams (SART). These initiatives	$1,546,715.00	Yes

Action #	Title	Description	Total Funds	Contributing
		will be integrated into a multi-tiered strategy for attendance and well-being, prioritizing trauma-informed practices and addressing all students' needs, especially unduplicated ones. Our District and La Mirada, Smythe, Sunset, OVH, Willow, SYMS, and VDM have Chronic Absenteeism in the RED with all students groups including WH for OVH and MR for the District, La Mirada, Smythe, OVH, and Willow. Suspension is in RED for the District with AA and Smythe with HOM. (See attachment of schools)		
2.7	Educational Services Support	Director of Educational Services to oversee ASES/21st Century programs, ELOP, and the Pathways Enrichment Program. Utilize community partnerships to enhance student academic performance and promote social-emotional well-being for all students, with a specific focus on unduplicated students	$6,051,133.00	Yes
2.8	Universal Screener Support	Continue with the implementation of a universal screener to monitor student needs effectively. This tool will expedite the response time for students requiring different tiers of support for mental health concerns. By leveraging this screener, the aim is to ensure that interventions provided are tailored to the unique needs of each student, thereby prioritizing the mental well-being of all students, including those who are unduplicated.	$50,000.00	No
2.9	Tier 1 Social Emotional support and SEL Training	Purchase supplemental curriculum and renew digital access to Tier 1 Second Step & Zones of Regulation to ensure all students can access these materials. Purchase professional learning sessions and engage social workers in coaching teachers to implement the curriculum to support capacity building for Tier 1 supports that are in place for all students, including unduplicated students. Provide all school staff with professional learning on the district-adopted SEL program to strengthen SEL Support for all students.	$13,370.00	Yes
2.10	Student Services Support	Employ Coordinator of Student Services to coordinate services that support student mental health needs and oversees the multi-tiered system of support for student mental health and well being.	$194,997.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.11	Behavior Supports	Behavior specialist will support the implementation of PBIS and student behavioral needs. This includes developing Behavior Intervention Plans, utilizing the Zones of Regulation, and implementing strategies to support student needs. Additionally, provide professional development for staff working with all students, including those who are unduplicated.	$120,204.00	No
2.12	Multi-Tiered System of Supports (MTSS)	As part of MTSS implementation, facilitate a districtwide community of practice to support counselors, social workers, and administrators in the implementation of culturally responsive and trauma informed practices.	$899,870.00	No
2.13	Partnership Program for At-Risk Students	Establish partnerships with organizations and businesses in the community to provide mentorship opportunities and SEL support for at-risk students.	$0.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Increase parent engagement, involvement, and satisfaction with the educational process annually.	Broad Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)

An explanation of why the LEA has developed this goal.

Individual, group, and parent advisory committee feedback revealed that parents are satisfied with improvements in school-home communication, so we want to ensure that we maintain and refine this system. Additionally, we want to increase the effectiveness of parent learning opportunities so that we are able to develop learning opportunities for the needs of our families to support them in developing into educational partners in the educational process with the district.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Parent Engagement: Parent Workshops Offered	2023-24 Parent Educational Workshops District Office: 55 parent workshops			By 2027, SYSD will increase the number of workshops and opportunities for parents to engage in learning by 15%.	
3.2	School Community Events	2023-24 3 School Community Events • Military Families Resource Fair • McKinney Vento School Resource Fair • STEM Fair			By 2024, SYSD will increase the number of School Community events to 7 to give our families more opportunities to receive information on support and engage in positive school-related	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					activities, building stronger home to school connections and opportunities for parent engagement.	
3.3	Parent Engagement: Parent Workshops Targeted Topics	2023-24 Targeted Parent Workshops 14 Special Education Targeted Parent Workshops (4 SELPA & 10 Local) 3 English Learner Parent Workshops 7 Mental Health Workshops Series (1 per school site)			By 2027, SYSD will provide access to workshops 3x annually targeting families of a variety of student groups, including English learners, students with disabilities, military families, foster families and families experiencing homelessness.	
3.4	Parent Engagement: Parent Conference Attendance	2023-24 Parent Conference Attendance Elementary Schools: La Mirada - 350 Smythe - 372 Sunset - 486 OVH - 780 Willow - 600 2023-24 Parent Conference Attendance Middle Schools: SYMS - 320			By 2027, SYSD will increase the number of parents attending parent conferences by 10%.	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		VDM - 402				
3.5	Parent Engagement: Parent Participation in LEA Plan	202 LCAP Involvement 7 Community Feedback Sessions (1 at each school site) DPAC/DELAC Feedback Session Educational Partner Survey =504 respondents			By 2027, SYSD will increase parent engagement in the LEA Plan through increased participation in the LCAP feedback the process as measured by respondents to stakeholder surveys to increase by 20%. By 2027, SYSD will maintain 7 community feedback sessions and 1 DPAC/DELAC feedback session to inform the LCAP	
3.6	Parent Engagement: Back to School Night Attendance	2023-24 Back to School Night Elementary Schools: La Mirada - 83 Smythe - 381 Sunset - 240 OVH - 463 Willow -297			By 2027, SYSD will increase the number of parents attending parent conferences by 15%.	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		2023-24 Back to School Night Middle Schools: SYMS - 350 VDM - 370				
3.7	Parent Engagement: Open House Attendance	2023-24 Open House Elementary Schools: La Mirada - 144 Smythe - 250 Sunset - 410 OVH - 421 Willow - 345 2023-24 Open House Middle Schools: SYMS - 539 VDM - 107			By 2027, SYSD will increase the number of parents attending parent conferences by 15%.	
3.8	CHKS Parent Survey	CHKS Parents: Parent Involvement: Promotion of parental involvement - 36% Parent involvement in school - 49% Parents feel welcome to participate at school - 38% School Safety: Safe place for my child - 38% School has adults who really care about students - 39% Teachers responsive to child's social and emotional needs - 88%			CHKS Parents: Parent Involvement: Promotion of parental involvement - 45% Parent involvement in school - 55% Parents feel welcome to participate at school - 45-50 % School Safety: A safe place for my child - 50% The school has adults who really care about	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		School provides parents with advice and resources - 81% School has clean and well-maintained facilities - 36% Substance use, School disorder, and Bullying Substance use problems: 14% Student vaping - 9% Harassment or bullying of students - 19%			students - 45-50%% Teachers responsive to child's social and emotional needs - 95% The school provides parents with advice and resources - 90% The school has clean and well-maintained facilities - 45-50% Substance use, School disorder, and Bullying Substance use problems: 8% Student vaping - 4% Harassment or bullying of students - 10%	

Goal Analysis [2023-24]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

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

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

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

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Parent Center Support	Continue to support the Parent Community Center located at the district office. Based on parent feedback, they would like to have someone in the parent center available to help them with questions and for it to be accessible to them all day during the workday.	$0.00	No
3.2	Parent Participation	Provide parents with opportunities to provide input on decisions through involvement on site and district committees	$0.00	No
3.3	Parent Learning Opportunities - parents struggle with understanding the educational system and do not get involved.	Parent PD: 1. Learn about the Educational System 2. Group-specific learning opportunities (ELs, SWDs, SED, Military, Foster families, etc.) This action is principally directed toward unduplicated students district-wide. Based on research, families/caregivers of our unduplicated students experience significant difficulty accessing and negotiating college/career pathways. Enhancing professional development will inform families/caregivers how to support their children better. Measured by positive responses on student surveys and attendance, the goal's progress will be measured by increased	$125,800.00	Yes

Action #	Title	Description	Total Funds	Contributing
		opportunities for parental engagement and participation in LCAP feedback. In addition, parents/caregivers will be encouraged to attend parent conferences, CABE, SELPA meetings, Back-to-School-Night, Open House, PTA meetings, and district events/meetings.		
3.4	Parent Communication Support	Improve communication between home and school, enhance websites, provide updates on student progress, and notify parents about district and school events. Ensure access to families with language support.	$20,000.00	No
3.5	Translation Support	Interpreters to provide translation/interpretation services throughout the district.	$309,274.00	No
3.6	Public Relations and Community Support	Employ a Public Relations and Community Services Coordinator to facilitate parent engagement, communication, and access for all families.	$143,000.00	No
3.7	School Community Events Support	Create opportunities for families and students to engage in positive academic and service activities at schools aimed at increasing satisfaction with the educational system and providing support to families (e.g., STEM Fair, Military Families Fair, Resource Fair).	$6,000.00	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2024-25]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$14,198,001	$1,695,953

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
33.766%	0.000%	$0.00	33.766%

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

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.1	**Action:** Curriculum, Instruction & Data Driven Systems: **Need:** According to our needs assessment our English Learners and low-income students across schools and grade levels are not meeting or exceeding unit assessments with EL at 37% proficiency.	The district will support the school sites with an intervention teacher to continue providing interventions to these students in need. We will prioritize ELs and Low income student but due to the overall outcomes of all students we will implement LEA-Wide.	We will monitor this progress by our local assessments. (1.2, 1.4)

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Scope: LEA-wide		
1.2	**Action:** Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team **Need:** Students with Disabilities and Homeless students are in the RED for ELA District wide, Sunset, and SYMS. La Mirada and Willow have HI, HOM, MR, SED, SWD, and ELs in the RED. Smythe has SED, HOM, and ELs in the RED for ELA as well. (See Attachment for all schools) **Scope:** LEA-wide	The district will provide time for teachers to meet and analyze data through release time given by a Sci-Phy team. This time will be used to reflect on common assessments and create interventions for students. Look at data and develop teaching methods that are tailored to address the diverse learning styles and needs of unduplicated students. Even though, this is focused on our unduplicated students, based on the need of RED indicators it will be LEA-Wide.	We will monitor progress by looking at our percentages of students in those groups who have met or exceeded the standards being tested. (1.2, 1.4, 1.10,1.11)
1.4	**Action:** State & Federal Program Monitoring **Need:** According to the California Dashboard, our English Learners are struggling and are in the RED in ELA for the district, La Mirada, Smythe, Sunset, Willow, and SYMS. In RED for math, Willow and La Mirada. (See chart of schools attached) **Scope:** LEA-wide	The district will work with all schools to support our English Learners, Homeless, Hispanic, SWD, and SED really dig deep into the data during Data Refection Sessions. This will support unduplicated students but we also have many others in the RED. It will be offered LEA-Wide to benefit all students.	We will use the local unit and state data to monitor their progress. (1.1, 1.2, 1.5, 1.6)

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.7	**Action:** Intervention support for struggling students **Need:** To support English Learners, LTELs, foster youth, and low income students with academic and annual progress towards reclassification we will provide intervention teachers for all schools especially the ones with RED indicators in ELA. (see the attached chart for schools) **Scope:** LEA-wide	SYSD will revise the Multilingual Language Learner Master Plan to support an asset based approach using the CA EL Roadmap. Professional Development will be offered around language acquisition for Els and LTELs to support their growth. This will focus on ELs and LTELs but we will implement LEA-Wide based on all the RED indicators.	We will monitor this progress with the ELPAC, small group instruction data and our reading and district assessments data.(1.1, 1.2, 1.5, 1.6)
1.8	**Action:** Supplemental Material and Professional Development Support **Need:** Based on the CA Dashboard we had students who decreased at least one ELPI Level - 11.5% and students who maintained ELPI Levels 1, 2L, 2H, 3L, 3H - 35.2%. **Scope:** LEA-wide	Professional development to support instruction in language acquisition and English language development using supplemental materials. It will support the different typologies of language learners and positively impact unduplicated students, and LTELs. The district will use supplemental materials and ELD curriculum to provide direct instruction to these student groups. We will focus on ELs and LTELs but we will implement LEA-Wide to support all students.	We will be looking at state standards (1.5, 1.8, 1.10)
1.9	**Action:** Supplemental Materials for Low-income students **Need:** Looking at local and state data, we found that our low-income students had trouble meeting	Supply teachers and families with diverse supplemental reading materials so students can practice at home. SYSD will look at our schools that have RED indicators. (see the attached chart for schools) These additional reading materials will help them develop confidence and fluency	Measured by local LEA assessments (1.2, 1.10)

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	or exceeding standards. Educational partners, teachers, and students indicated that they did not have reading materials at home. **Scope:** Schoolwide	because it will be preferred reading, thus allowing them to reach proficiency.	
1.10	**Action:** Professional Learning: PD, Guided Planning, Implementation and Coaching Support **Need:** CAASPP/SBAC Data indicates that La Mirada and Willow are IN RED for ELA and the District is in ORANGE for ELA. We have student groups HOM and SWD in the RED for the District . (See chart Attachment) **Scope:** LEA-wide	Resource teachers to provide professional development and coaching around integrated and designated ELD across all curriculums for ELs and LTELs. We are implementing these actions district wide to support all our ELs, LTELs low income, and all students struggling with language acquisition.	They will be monitored with local and state assessments for progress (1.1, 1.2, 1.5,1.10)
1.11	**Action:** Small Group Instruction Support **Need:** Dashboard Data indicates that La Mirada and Willow are IN RED for ELA and the District is in ORANGE for ELA. We have student groups HOM and SWD in the RED for the District and HOM at SYMS. We also have Sunset with HOM, and Smythe with EL, HOM, and SED in ELA in the RED. For Math we have La Mirada with HI, HOM, MR, SED, SWD, and ELs in RED and also Willow with SWD (See chart Attachment).	We will hire instructional aide for identified needs of support for each school site. We will focus on unduplicated students and will also implement LEA-Wide based on the Dashboard data.	We will use Dashboard data and indicators to monitor this progress. (1.1, 1.3)

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Scope: LEA-wide		
1.12	**Action:** Curriculum, Instruction & Data Driven Systems: Dual Language and SEI Support **Need:** Educational Partner Feedback indicated that our ELs, LTELs, Reclassified, Foster Youth, and Low income students need support with maintaining their language and culture. They would like to see our Dual Language Program and SEI reflect and represent all cultures. **Scope:** LEA-wide	The District will recommit and reimagine our Dual Language and SEI program to support students identify with their language and culture. We will create a plan to focus on the 50/50 model with half of their day to be in Spanish and half of their day in English. This action will be implemented LEA-Wide because Dual Language and SEI will support these groups and all students.	We will monitor using local and state assessments in English and Spanish and create criteria and recognition for a pathway to biliteracy from Preschool to 8th grade. (1.1,1.6,1.10)
1.13	**Action:** Technology Plan **Need:** Based on Educational Partner feedback , the district collects data and they need a centralized data platform to store it so teachers and admin can have Real-time data access. Educational Partners also stated that engagement is very important . Also, One-to-one devices should be used to provide targeted support for students identified in the CA Dashboard in the RED and Orange for ELA and Math. (See chart Attachment).	Update our technology plan to improve district wide services and equitable access for unduplicated and all students. Dashboard Data indicates that La Mirada and Willow are IN RED for ELA and the District is in ORANGE for ELA. We have student groups HOM and SWD in the RED for the District. For Math we have La Mirada with HI, HOM, SED, SWD, and ELs in RED and also Willow with SWD (See chart Attachment). Professional Development opportunities and support for educators in technology integration, digital literacy, and digital citizenship. These professional development initiatives aim to equip teachers with the skills necessary to effectively implement and teach 21st-century skills, ensuring that all students, particularly unduplicated	We will monitor the progress using Dashboard data .(1.1, 1.3, 1.7)

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Scope: LEA-wide	students, can fully benefit from enhanced digital learning environments. It will be implemented LEA-Wide for all students with a focus on our unduplicated students.	
2.4	**Action:** School Safety Support **Need:** Educational partner feedback indicated that lockdowns have increased and need safer schools. **Scope:** LEA-wide	Campus security and campus aides will address the safety concerns. Students that feel safe at school will do better and will come to school. This will support academic growth and student engagement in our unduplicated and all students. We are implementing it LEA-Wide with a focus on unduplicated students, but this will also benefit all students.	We will use CHKS data to monitor this progress. (2.4, 2.5)
2.5	**Action:** Mental Health Supports **Need:** Our District and La Mirada, Smythe, Sunset, OVH, Willow, SYMS, and VDM have Chronic Absenteeism in the RED with all students groups including WH for OVH and MR for the District, La Mirada, Smythe, OVH, and Willow. Suspension is in RED for the District with AA and Smythe with HOM. (See attachment of schools) **Scope:** LEA-wide	We will provide additional social and emotional support, with a focus on Tier 2 and Tier 3 students (ELs, Foster Youth, and Low-income) by employing counselors and social workers at each school site to support these students. It will be implemented LEA-Wide with a focus on ELs, Foster Youth, and low income students, but it will also support all students.	We will be monitoring this data through our universal screener and CHKS. ((2.4, 2.10)
2.6	**Action:** Attendance Initiative Support	We will hold attendance SART (Students Attendance Review Team) meetings and develop support plans for our students with disabilities,	We will monitor progress in increasing the attendance rate of our

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Need: Our District and La Mirada, Smythe, Sunset, OVH, Willow, SYMS, and VDM have Chronic Absenteeism in the RED with all students groups including WH for OVH and MR for the District, La Mirada, Smythe, OVH, and Willow. Suspension is in RED for the District with AA and Smythe with HOM. (See attachment of schools) **Scope:** LEA-wide	English Learners (ELs), foster youth, and those from low-income. Our goal is to identify the reasons behind students' absences and refer them to the appropriate support services. This initiative will be implemented LEA-wide to address chronic absenteeism for our students with disabilities, ELs, Foster Youth, and Low income, recognizing it as a significant concern for our district. Therefore, our efforts will encompass all students to ensure comprehensive support and improved attendance across the board.	students with disabilities, ELs, foster youth, low-income and all students. (2.1, 2.6, 2.7)
2.7	**Action:** Educational Services Support **Need:** Educational partner feedback indicated that we need to create an inclusive and equitable environment to enhance student academic performance, attendance, and promote social emotional well being for unduplicated students and all students. **Scope:** LEA-wide	We will employ a Director of Education Services to oversee the ASES, ELOP, and Pathways Enrichment Program. These programs will create an opportunity to significantly increase attendance rates for ELs, SWDs, Foster Youth, and low income students. These programs are also designed to address social emotional well being because it gives students choice and voice. However, these actions are being provided LEA-Wide to maximize their impact in increasing overall academic performance, attendance, and social emotional well being.	We will monitor progress with CHKS, universal screener, daily attendance rate, feedback from students, parents, and staff with preferred activities and programs. (2.4, 2.5, 2.6, 2.10)
2.9	**Action:** Tier 1 Social Emotional support and SEL Training **Need:** Data from the Universal Screener, mySAEBRS, indicates that we need to support Tier 1 instruction and SEL for all students. Our	We will purchase supplemental curriculum and renew digital access to Second Step and Zones of Regulation. This will support our unduplicated (ELs, Foster Youth, and Low Income) students with disabilities, and student behavior (lower suspensions). Social Workers will engage in coaching sessions with teachers to implement the	We will use the mySAEBRS, suspension, SRA, and TA data to support the progress. (2.3, 2.10, 2.11)

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	goal is to be at 80% or more and we are at Tier 1 Low Risk - 72%. **Scope:** LEA-wide	curriculum to build a strong Tier 1 support and get to 80%. These actions are being provided LEA-Wide because the purchase and renewal of the materials will enhance the inclusivity for all students and support their social emotional well being.	
2.10	**Action:** Student Services Support **Need:** Feedback from Educational Partners indicate that their has been an increase in the CHKS from students, parents, and staff around mental health and social emotional well being. Even though parents feel we are doing a good job at responding to their child's social and emotional needs (88%), 28% of middle school students feel social emotional distress and chronic sadness. Where 46% of our staff see our students depressed. **Scope:** LEA-wide	We will employ a Coordinator of Student Services to support student's mental health and well being. The focus will be on supporting our unduplicated students, ELs, Foster Youth, and low income, She will support the counselors and social workers to build a stronger our Tier 1 program. These actions will create opportunities to use our California Healthy Kids data to identify our struggling unduplicated students. However, these actions will be provided LEA-Wide because there is a great need to support all students with their mental health and social emotional well being.	We will monitor progress with the CHKS for students, staff, and parents. (2.4, 2.5)
3.3	**Action:** Parent Learning Opportunities - parents struggle with understanding the educational system and do not get involved. **Need:** Feedback from educational partners has led us to support parents of unduplicated students and students with disabilities with accessing	Based on research, parents of unduplicated students and students with disabilities experience significant difficulty with accessing and navigating college/career pathways. We will continue professional development with parents on A through G Requirements and mental health using PIQE (Parent Institute for Quality Education) and other community partners. We will create a user-friendly website for parents to access information	The progress of the goal will be measured by CHKS, LCAP feedback, parent workshops and attendance to all school and district/school events and meetings. (3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8)

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	and negotiating college/career pathways. It has also led us to continue building a culture of communication with our community, which will inform families and caregivers about how to better support their children. **Scope:** LEA-wide	and parent meetings. In addition, parents/caregivers will be encouraged to attend parent conferences and meetings, such as CABE, SELPA meetings, Parent Conferences, Back-to-School-Night, Open House, PTA meetings, and district events/meetings.	

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness

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

Additional Concentration Grant Funding

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

The additional concentration grant funding will focus on supporting the foundation of our system of continuous improvement designed to support students with Tier 1 and Tier 2 embedded systems and data monitoring on a 6-week cycle to ensure timely monitoring of student data, which ensures the ability to use data to drive instructional practices that are supportive of student needs and meaningful access. To that end, the district uses data reflection sessions, which provide teachers and administrators the opportunity to analyze student assessment data on LEA common assessments and to monitor the academic achievement of all students, including unduplicated students and students with disabilities, to plan for differentiated instruction in support of all students. Students are provided instructional enrichment with SPARKs

Physical Education, Project Lead the Way (PLTW) STEM modules, and social-emotional learning, all with embedded language development during the data reflection and professional learning communities that are focused on student data monitoring and planning to accelerate learning for all students including unduplicated students and students with disabilities. (Goal 1; Actions 6-11) This funding supports this model by ensuring funding for the enrichment staff that supports the system by providing students with enrichment and teachers/administrators with time to analyze student data by student group and plan for instruction using the knowledge that analyzing the data gives them.
This system is in place to support all students who attend our schools and are above the 55% threshold identified as high concentration.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1:15.2 - La Mirada, Smythe, Sunset, OVH, Willow, SYMS, and VDM
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:16.4 - La Mirada, Smythe, Sunset, OVH, Willow, SYMS, and VDM

2024-25 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	$42,048,350	14,198,001	33.766%	0.000%	33.766%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$56,548,385.00	$7,804,574.00	$2,934,525.00	$2,855,062.00	$70,142,546.00	$56,980,214.00	$13,162,332.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Curriculum, Instruction & Data Driven Systems:	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	3 year cycle	$35,334,525.00	$3,460,000.00	$37,160,000.00		$1,634,525.00		$38,794,525.00	
1	1.2	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	3 year cycle	$1,335,000.00	$2,662.00	$1,335,000.00			$2,662.00	$1,337,662.00	
1	1.3	College and Career Readiness and 21st Century Learning	All Students with Disabilities	No			All Schools	3 year cycle	$154,200.0 0	$0.00	$154,200.00				$154,200 .00	
1	1.4	State & Federal Program Monitoring	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income		3 year cycle	$372,100.00	$0.00	$203,400.00			$168,700.00	$372,100 .00	
1	1.5	Curriculum, Instruction, and Data Driven Systems with Resource Teacher support	All Students with Disabilities	No			All Schools	3 year cycle	$905,000.0 0	$0.00	$260,000.00	$153,000.00		$492,000.0 0	$905,000 .00	
1	1.6	Curriculum, Instruction, and Data-Driven Systems: DRS SPED/Dually Identified Focus	Students with Disabilities English Learners, LTELs, and Students with Disabilities	No			All Schools	3 year cycle	$1,300,000 .00	$0.00			$1,300,000.00		$1,300,0 00.00	
1	1.7	Intervention support for struggling students	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	3 year cycle	$550,000.0 0	$100,000.00	$100,000.00	$550,000.00			$650,000 .00	
1	1.8	Supplemental Material and Professional Development Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	3 year cycle	$0.00	$200,000.00	$200,000.00				$200,000 .00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.9	Supplemental Materials for Low-income students	Low Income	Yes	School wide	Low Income		3 year cycle	$0.00	$97,400.00	$50,000.00	$37,400.00		$10,000.00	$97,400.00	
1	1.10	Professional Learning: PD, Guided Planning, Implementation and Coaching Support	English Learners Low Income	Yes	LEA-wide	English Learners Low Income	All Schools	3 year cycle	$385,000.00	$195,000.00	$430,000.00			$150,000.00	$580,000.00	
1	1.11	Small Group Instruction Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	3 year cycle	$2,700,000.00	$0.00	$800,000.00			$1,900,000.00	$2,700,000.00	
1	1.12	Curriculum, Instruction & Data Driven Systems: Dual Language and SEI Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income		3 year cycle	$4,505,971.00	$0.00	$4,505,971.00				$4,505,971.00	
1	1.13	Technology Plan	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income		3 year cycle	$1,000,000.00	$475,000.00	$1,475,000.00				$1,475,000.00	
2	2.1	Professional Learning around PBIS and Restorative Practices	All Homeless and African American	No			All Schools Specific Schools: The district office and Smythe	3 year cycle	$0.00	$0.00	$0.00				$0.00	.25
2	2.2	Visitor Management Software Support	All Students with Disabilities	No			All Schools	3 year cycle	$0.00	$10,000.00	$10,000.00				$10,000.00	
2	2.3	Maintenance, Operations, Transportation, and Facilities support	All Students with Disabilities	No			All Schools	3 year cycle	$2,983,325.00	$2,645,000.00	$5,628,325.00				$5,628,325.00	
2	2.4	School Safety Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	3 year cycle	$1,577,000.00	$0.00	$1,577,000.00				$1,577,000.00	
2	2.5	Mental Health Supports	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	3 year cycle	$375,000.00	$0.00	$375,000.00				$375,000.00	
2	2.6	Attendance Initiative Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	3 year cycle	$1,546,715.00	$0.00	$1,546,715.00				$1,546,715.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
2	2.7	Educational Services Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income		3 year cycle	$289,033.00	$5,762,100.00	$51,133.00	$6,000,000.00			$6,051,133.00	
2	2.8	Universal Screener Support	All Students with Disabilities	No			All Schools	3 year cycle	$0.00	$50,000.00		$50,000.00			$50,000.00	
2	2.9	Tier 1 Social Emotional support and SEL Training	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	3 year cycle	$0.00	$13,370.00	$13,370.00				$13,370.00	
2	2.10	Student Services Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	3 year cycle	$194,997.00	$0.00	$194,997.00				$194,997.00	
2	2.11	Behavior Supports	All Students with Disabilities	No			All Schools	3 year cycle	$120,204.00	$0.00		$120,204.00			$120,204.00	
2	2.12	Multi-Tiered System of Supports (MTSS)	All Students with Disabilities	No			All Schools	3 year cycle	$899,870.00	$0.00		$893,970.00		$5,900.00	$899,870.00	
2	2.13	Partnership Program for At-Risk Students	All Students with Disabilities	No			All Schools	3 year cycle	$0.00	$0.00	$0.00				$0.00	
3	3.1	Parent Center Support	All	No			All Schools	3 year cycle	$0.00	$0.00	$0.00				$0.00	
3	3.2	Parent Participation	All	No			All Schools	3 year cycle	$0.00	$0.00	$0.00				$0.00	
3	3.3	Parent Learning Opportunities - parents struggle with understanding the educational system and do not get involved.	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income		3 year cycle	$0.00	$125,800.00				$125,800.00	$125,800.00	
3	3.4	Parent Communication Support	All Students with Disabilities	No			All Schools	3 year cycle	$0.00	$20,000.00	$20,000.00				$20,000.00	
3	3.5	Translation Support	All Students with Disabilities	No			All Schools	3 year cycle	$309,274.00	$0.00	$309,274.00				$309,274.00	
3	3.6	Public Relations and Community Support	All Students with Disabilities	No			All Schools	3 year cycle	$143,000.00	$0.00	$143,000.00				$143,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
3	**3.7**	School Community Events Support	All Students with Disabilities	No			All Schools	3 year cycle	$0.00	$6,000.00	$6,000.00				$6,000.00	

2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$42,048,350	14,198,001	33.766%	0.000%	33.766%	$50,017,586.00	0.250%	119.203 %	**Total:**	$50,017,586.00
								LEA-wide Total:	$49,967,586.00
								Limited Total:	$0.00
								Schoolwide Total:	$50,000.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	**1.1**	Curriculum, Instruction & Data Driven Systems:	Yes	LEA-wide	English Learners Low Income	All Schools	$37,160,000.00	
1	**1.2**	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$1,335,000.00	
1	**1.4**	State & Federal Program Monitoring	Yes	LEA-wide	English Learners Foster Youth Low Income		$203,400.00	
1	**1.7**	Intervention support for struggling students	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$100,000.00	
1	**1.8**	Supplemental Material and Professional Development Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$200,000.00	
1	**1.9**	Supplemental Materials for Low-income students	Yes	Schoolwide	Low Income		$50,000.00	
1	**1.10**	Professional Learning: PD, Guided Planning,	Yes	LEA-wide	English Learners Low Income	All Schools	$430,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
		Implementation and Coaching Support						
1	1.11	Small Group Instruction Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$800,000.00	
1	1.12	Curriculum, Instruction & Data Driven Systems: Dual Language and SEI Support	Yes	LEA-wide	English Learners Foster Youth Low Income		$4,505,971.00	
1	1.13	Technology Plan	Yes	LEA-wide	English Learners Foster Youth Low Income		$1,475,000.00	
2	2.4	School Safety Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$1,577,000.00	
2	2.5	Mental Health Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$375,000.00	
2	2.6	Attendance Initiative Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$1,546,715.00	
2	2.7	Educational Services Support	Yes	LEA-wide	English Learners Foster Youth Low Income		$51,133.00	
2	2.9	Tier 1 Social Emotional support and SEL Training	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$13,370.00	
2	2.10	Student Services Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$194,997.00	
3	3.3	Parent Learning Opportunities - parents struggle with understanding the educational system and do not get involved.	Yes	LEA-wide	English Learners Foster Youth Low Income			

2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$71,176,212.00	$66,840,923.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	Technology: Plan, Professional Learning & Implementation Support	Yes	$1,429,652.00	$1,529,652
1	**1.2**	Data Driven Systems: SIS, DnA, Destiny	No Yes	$0.00	0.00
1	**1.3**	Curriculum, Instruction & Data Driven Systems: Staffing	No	$39,220,110.00	$39,001,423
1	**1.4**	Curriculum, Instruction, and Data Driven Systems-Staffing & Class Size Reduction	No	$0.00	0.00
1	**1.5**	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	Yes	$1,400,000.00	$1,400,613
1	**1.6**	College and Career Readiness and 21st Century Learning	Yes	$125,000.00	$125,000
1	**1.7**	State & Federal Programs: Staffing	Yes	$119,100.00	$123,525
1	**1.8**	Curriculum, Instruction, and Data Driven Systems: Resource Teachers	Yes	$730,000.00	$856,307
1	**1.9**	Curriculum, Instruction, and Data Driven Systems: DRS SpEd/Dually Identified Focus	Yes	$1,344,900.00	$1,283,347
1	**1.10**	Curriculum, Instruction, and Data Driven Systems: DRS: Mega Focus	Yes	$50,000.00	$50,000

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.11	Curriculum, Instruction, and Data Driven Systems-Staffing	No	$0.00	$0.00
1	1.12	Elementary School Administrative Support	Yes	$155,000.00	$176,524
1	1.13	Temporary Supplemental Instructional Staff: Intervention Support Teachers	Yes	$600,000.00	$659,331
1	1.14	Supplemental Materials	Yes	$200,000.00	$180,000
1	1.15	Professional Learning: PD, Guided Planning, Implementation Coaching	No	$0.00	$0.00
1	1.16	Professional Development - Administrators	Yes	$120,000.00	$170,000
1	1.17	Temporary Supplemental Instructional Staff: Paraprofessionals	Yes	$200,000.00	$498,000
1	1.18	Academic Intervention Programs	Yes	$655,000.00	$700,000
1	1.19	Coordinator of Pupil Services	Yes	$190,881.00	$199,300
1	1.20	Expanded Learning - Intersession Program	No	$0.00	$0.00
1	1.21	Curriculum & Instruction: Instructional Design -- ELA	No	$0.00	$0.00
1	1.22	Curriculum & Instruction: Instructional Design -- Math	No	$0.00	$0.00
1	1.23	Curriculum, Instruction & Data Driven Systems: Dual Language Teachers	Yes	$4,375,515.00	$4,457,920
1	1.24	Continue to maintain class size reduction for Grades K-3 and 4-6.	Yes	$200,000.00	$200,000

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.25	Certificated Teachers 3 PD days	Yes	$521,866.00	$462,881
2	2.1	English & Academic Language Services - EL Master Plan	No	$0.00	0.00
2	2.2	EL Monitoring--Student Progress	No	$0.00	0.00
2	2.3	Professional Learning- Instructional Staff & Administration	Yes	$94,000.00	$144,951
2	2.4	Professional Learning & Implementation Coaching	No	$0.00	$0.00
2	2.5	Professional Learning: Administrative Coaching & Monitoring	No	$0.00	$0.00
2	2.6	English Learner Support: Monitoring & Support	Yes	$117,344.00	$290,747
2	2.7	English Learner Support: AVID Excel	Yes	$20,000.00	$20,000
2	2.8	EL Support: Integrated Academic Language and English Language Development:- PD, Planning, Coaching	Yes	$27,000.00	$27,000
2	2.9	EL Support: Academic Language and English Language Development	No	$0.00	$0.00
2	2.10	Supplemental Curriculum	Yes	$50,000.00	$50,000
3	3.1	MOTF personnel, transportation, materials and supplies, contracted services, and utilities.	Yes	$8,087,846.00	$6,793,524
3	3.2	Implement LRMFP	No	$0.00	$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.3	Middle School Associated Student Body	Yes	$2,000.00	$2,000
3	3.4	Safety Plans	No	$0.00	$0.00
3	3.5	Campus Security & Campus Aides	Yes	$1,480,222.00	$1,474,700
3	3.6	Visitor Management Software	Yes	$10,000.00	$0.00
3	3.7	Professional Learning (Classified & Certificated)	No	$0.00	$0.00
3	3.8	Enrichment opportunities & Expanded Learning Programs	Yes	$6,500,000.00	$2,687,000
3	3.9	Attendance Initiatives	Yes	$614,290.00	$579,400
3	3.10	Director of Educational Services	Yes	$56,425.00	$203,670
3	3.11	Mental Health Supports	Yes	$850,244.00	$932,715
3	3.12	Data Driven Systems: Chronic Absenteeism	No	$0.00	$0.00
3	3.13	Data Driven Systems: Chronic Absenteeism: A-SSTs	No	$0.00	$0.00
3	3.14	Additional Maintenance and Operations staff (2 FTEs)	Yes	$185,800.00	$215,100
4	4.1	Mental Health Supports	Yes	$595,000.00	$435,000

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	4.2	Tiered Support System for SE Wellbeing	Yes	$20,000.00	$20,000
4	4.3	Universal Screener	Yes	$63,000.00	$50,000
4	4.4	Tier 1 Social Emotional Curriculum	Yes	$16,500.00	$13,356
4	4.5	Positive Behavior Intervention Support	No	$0.00	$0.00
4	4.6	Restorative Practices PD	No	$0.00	$0.00
4	4.7	Trauma Informed PD	No	$0.00	$0.00
4	4.8	Wrap Around Services	No	$0.00	$0.00
4	4.9	Coordinator of Student Services	Yes	$148,580.00	$183,737
4	4.10	Behavior Specialist	Yes	$205,000.00	$119,282
5	5.1	Parent Center	No	$0.00	$0.00
5	5.2	Parent Participation	No	$0.00	$0.00
5	5.3	Parent Learning Opportunities	Yes	$14,437.00	$96,025
5	5.4	Parent Communication	No	$0.00	$0.00
5	5.5	District Translators	Yes	$276,500.00	$289,060

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
5	**5.6**	Coordinator of Public Relations and Community Services	Yes	$100,000.00	$134,833
5	**5.7**	School Community Events	Yes	$5,000.00	$5,000

2023-24 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
$14,198,001	$22,038,557.00	$21,377,284.00	$661,273.00	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Technology: Plan, Professional Learning & Implementation Support	Yes	$1,429,652.00	1,529,652		
1	1.2	Data Driven Systems: SIS, DnA, Destiny	Yes	$0.00	0.00		
1	1.5	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	Yes	$1,400,000.00	1,400,613		
1	1.6	College and Career Readiness and 21st Century Learning	Yes	$5,000	5,000		
1	1.7	State & Federal Programs: Staffing	Yes	$87,600.00	87600		
1	1.8	Curriculum, Instruction, and Data Driven Systems: Resource Teachers	Yes	$365,000.00	365,000		
1	1.9	Curriculum, Instruction, and Data Driven Systems: DRS SpEd/Dually Identified Focus	Yes	$1,344,900.00	1,283,347		
1	1.10	Curriculum, Instruction, and Data Driven Systems: DRS: Mega Focus	Yes	$50,000.00	50,000		
1	1.12	Elementary School Administrative Support	Yes	$155,000.00	176,524		
1	1.13	Temporary Supplemental Instructional Staff: Intervention Support Teachers	Yes	$0.00	$0.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.14	Supplemental Materials	Yes	$100,000.00	$100,000		
1	1.16	Professional Development - Administrators	Yes	$20,000.00	20,000		
1	1.17	Temporary Supplemental Instructional Staff: Paraprofessionals	Yes	$50,000.00	50,000		
1	1.18	Academic Intervention Programs	Yes	$5,000.00	5,000		
1	1.19	Coordinator of Pupil Services	Yes	$34,176.00	34,176		
1	1.23	Curriculum, Instruction & Data Driven Systems: Dual Language Teachers	Yes	$4,375,515.00	4,457,920		
1	1.24	Continue to maintain class size reduction for Grades K-3 and 4-6.	Yes	$200,000.00	200,000		
1	1.25	Certificated Teachers 3 PD days	Yes	$521,866.00	462,881		
2	2.3	Professional Learning-Instructional Staff & Administration	Yes	$64,000.00	64,000		
2	2.6	English Learner Support: Monitoring & Support	Yes	$117,344.00	117,344		
2	2.7	English Learner Support: AVID Excel	Yes	$10,000.00	10,000		
2	2.8	EL Support: Integrated Academic Language and English Language Development:- PD, Planning, Coaching	Yes	$1,000.00	1,000		
2	2.10	Supplemental Curriculum	Yes	$10,000.00	10,000		
3	3.1	MOTF personnel, transportation, materials and supplies, contracted services, and utilities.	Yes	$8,087,846.00	6,793,524		
3	3.3	Middle School Associated Student Body	Yes	$2,000.00	2,000		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.5	Campus Security & Campus Aides	Yes	$1,480,222.00	1,474,700		
3	3.6	Visitor Management Software	Yes	$10,000.00	0.00		
3	3.8	Enrichment opportunities & Expanded Learning Programs	Yes	$38,600.00	0		
3	3.9	Attendance Initiatives	Yes	$614,290.00	579,400		
3	3.10	Director of Educational Services	Yes	$56,425.00	50,917		
3	3.11	Mental Health Supports	Yes	$496,241.00	932,715		
3	3.14	Additional Maintenance and Operations staff (2 FTEs)	Yes	$185,800.00	215,100		
4	4.1	Mental Health Supports	Yes	$100,000.00	213,241		
4	4.2	Tiered Support System for SE Wellbeing	Yes	$20,000.00	20,000		
4	4.3	Universal Screener	Yes	$63,000.00	50,000		
4	4.4	Tier 1 Social Emotional Curriculum	Yes	$1,000.00	1,000		
4	4.9	Coordinator of Student Services	Yes	$148,580.00	183,737		
4	4.10	Behavior Specialist	Yes	$5,000.00	0.00		
5	5.3	Parent Learning Opportunities	Yes	$2,000.00	2,000		
5	5.5	District Translators	Yes	$276,500.00	289,060		
5	5.6	Coordinator of Public Relations and Community Services	Yes	$100,000.00	134,833		
5	5.7	School Community Events	Yes	$5,000.00	5,000		

2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$42,399,349	$14,198,001	0	33.486%	$21,377,284.00	0.000%	50.419%	$0.00	0.000%

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

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

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

Introduction and Instructions

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

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

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).

        - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC*

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

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

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

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

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

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

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

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

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

Plan Summary

Purpose

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

Requirements and Instructions

General Information

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

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."

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

Schools Identified

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

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

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

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

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

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

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

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

Requirements

School districts and COEs: *EC* sections 52060(g) (California Legislative Information) and 52066(g) (California Legislative Information) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).

- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:

    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

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

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

Requirements and Instructions

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

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The LCFF State Priorities Summary provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

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

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

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

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

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

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

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

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

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

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:
    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.
        - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain

accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.

- If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

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

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

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

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
        - The reasons for the ineffectiveness, and
        - How changes to the action will result in a new or strengthened approach.

Actions:
Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.

- For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

- As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.

- These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.

    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

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

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:

    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and

    - Professional development for teachers.

    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

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

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions
In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only
Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

Total Percentage to Increase or Improve Services for the Coming School Year

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

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

Additional Concentration Grant Funding

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

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

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

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

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

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8).

Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

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

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.

- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

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

- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.

- **Action #**: Enter the action's number as indicated in the LCAP Goal.

- **Action Title**: Provide a title of the action.

- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If "Yes" is entered into the Contributing column, then complete the following columns:

    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

- **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

- **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

  - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.

- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.

  - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.

- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.

- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.

- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as

a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.

- As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.

- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

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

Calculations in the Action Tables

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

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.

- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.

- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**

- This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
  - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**

- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**

  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

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

- **13. LCFF Carryover — Percentage (12 divided by 9)**

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

California Department of Education
November 2023

SYSD: CA Dashboard

School/Student groups that have RED or Very Low Dashboard indicators

SYSD	La Mirada	Smythe	Sunset	OVH	Willow	SYMS	VDM
Chronic Absenteeism: • ALL • HI • HOM • MR • SED • SWD • EL	Chronic Absenteeism: • ALL • HI • HOM • MR • SED • SWD • EL	Chronic Absenteeism: • ALL • HI • HOM • MR • SED • SWD • EL	ELA • HOM	Chronic Absenteeism: • ALL • HI • HOM • MR • SED • SWD • EL • WH	Chronic Absenteeism: • ALL • HI • HOM • MR • SED • SWD • EL	ELA • HOM	Chronic Absenteeism: • ALL • HI • HOM • SED • SWD • EL
ELA • HOM • SWD	ELA • ALL • HI • HOM • MR • SED • SWD • EL	ELA • SED • HOM • EL			ELA • ALL • HI • HOM • MR • SED • EL		
Suspension • AA	Math • ALL • HI • HOM • MR • SED • SWD • EL	Suspension • HOM			Math • SWD		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) EVERY STUDENT SUCCEEDS ACT (ESSA) FEDERAL ADDENDUM FOR SCHOOL YEAR 2024-2025

BACKGROUND INFORMATION:
As per the California Department of Education website, local education agencies (LEA) applying for Every Student Success Act (ESSA) funds must complete the Local Control Accountability Plan (LCAP) ESSA Federal Addendum as part of meeting the requirements for the ESSA LEA Plan.

The LCAP ESSA Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP ESSA Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP ESSA Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

RECOMMENDATION:
Approve the Local Control Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Addendum for school year 2024-2025.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement ~ Goal 2: School Culture and Student Well-Being ~ Goal 3: Parent Engagement

☐ **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

Superintendent's Office Certification:

Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template

School Year
2024-2025

Date of Board Approval
June 20, 2024

LEA Name
San Ysidro School District

CDS Code:
37683790000000

Link to the LCAP:
(optional)

For which ESSA programs apply to your LEA?

Choose From:

TITLE I, PART A
Improving Basic Programs Operated by State and Local Educational Agencies

TITLE II, PART A
Supporting Effective Instruction

TITLE III, PART A
Language Instruction for English Learners and Immigrant Students

TITLE IV, PART A
Student Support and Academic Enrichment Grants

*(**note:** This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding**.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources**; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

This template is designed to be used by LEAs who already have completed their LCAP Federal Addendum and received approval from CDE. This template will support LEAs with the review of their LCAP Federal Addendum and revision.

The review and revision of the LCAP Federal Addendum do not need to be submitted to CDE for approval. However, an LEA should have their local Board approve any revisions.

Even if the LEA plans to transfer all of its title funds, it must still address all of the provisions of the title from which it is transferring its funds. The LEA must first meet the application requirements of those funds before it can elect to transfer those funds to another title.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The SYSD's strategy for using federal funds is to increase the performance of English Learners, and Low Income students to proficiency level. Title I monies are utilized to support literacy by differentiation, small group instruction, and interventions at all grade levels in order to close the gap between these students and their counterparts.

Another strategy utilized by the SYSD is to provide parents with a series of workshops to help them navigate the educational system in the United States, as well as supporting their children with social emotional well being. Our CHKS Parent Survey indicate that this is a need. The intent of these workshops is to give parents the tools to support their children, which in turn yields greater student achievement.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The SYSD supplements core literacy for English Language Learners and low income students by offering after school interventions, supplemental programs, and paraprofessionals to reduce the adult/student ratio during literacy time. Some sites use Title I funds to provide Intervention Support Teachers. At the middle schools Title I funds are utilized to provide Professional Development, teacher planning time and student interventions.

The district uses Title I funds to provide supplemental programs (i.e. educational software, materials for dual language instruction, supplemental materials for intervention) to support student English acquisition proficiency and literacy. Additionally, the district employs District Resource Teachers who support at all school sites through an internal system of assessment & data monitoring, which informs the implementation of professional learning/coaching for classroom teachers and paraprofessionals to positively impact instructional practice and student achievement.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP, it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 *(as applicable)*

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

(A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
(B) identifying students who may be at risk for academic failure;
(C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
(D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 *(as applicable)*

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 *(as applicable)*

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

(A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
(B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 *(as applicable)*

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 *(as applicable)*

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

According to the Every Student Succeeds Act (ESSA), local educational agencies (LEAs) shall allocate Title I, Part A funds to eligible school attendance areas or eligible schools on the basis of the total number of students from low-income families (ESSA sections 1113[a][1] and [c][1]). The district employs this criteria in determining eligibility for Title I funding for each of its school sites. Due to the districts high percentage of students who qualify as socio-economically disadvantaged, each of our schools operate a school wide program.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed** unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP** development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2) – *Not Applicable to Charters and Single School Districts.*

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

NOTE: In this section, LEAs must identify and address disparities. Tools on the CDEs website (https://www.cde.ca.gov/pd/ee/peat.asp) can help with this process. LEAs are required to specifically address the following at comparable sites:

1. What # and % of teachers at sites are inexperienced, misassigned, or out-of-field in relation to:
    a. Number of low-income students
    b. Number of minority students
2. Does the LEA have an educator equity gap –
    a. If yes, must create a plan which must include root cause analysis of the disparity
    b. A plan must be created with meaningful educational partner engagement.

Educator Equity Data Tables available here.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The LEA does an annual comparability report which involves data analysis of student enrollment, free/reduced lunch enrollment, student ethnicity data, staffing ethnicity data, staffing experience data, and data of misassigned/ineffective/out of field staff which we obtained via Data Quest and our internal student information system (SIS). This data is used to analyze the educator equity at each of our school sites. We currently have a minimal amount of teachers who are misassigned. The less experienced and more experienced teachers are balanced throughout our district at our school sites. The district serves a high number of low income students, and we are in Provision 2 for free and reduced lunch due to these numbers. Therefore, it is necessary for us to reach this balance at all of our school sites.

Based on the data analysis noted above, we looked at our % of students who qualify as low income, and determined that they are not taught at higher rates than other students by ineffective/misassigned/out-of-field or inexperienced teachers.

Additionally, we pulled the data on our students based on ethnicity and found that these groups of students are not taught at higher rates than other students by ineffective/misassigned/out-of-field or inexperienced teachers.

The LEA engages stakeholders to elicit feedback to inform the LCAP through:

LCAP community forums
LCAP Feedback: Administrator Meeting
LCAP Feedback: Site/Staff Meetings
LCAP/DBAC Meetings
LCAP Feedback Sessions: Bargaining Unit (CSEA & SYEA)
LCAP Feedback Sessions: DELAC/DPAC

LCAP Feedback Sessions: SELPA
LCAP Feedback: Middle School Students
LCAP Feedback Surveys
California Healthy Kids Survey
California Healthy Kids Survey-Parent Component
West ED Middle School Listenging Circles/Emparthy Interviews

These meetings provide a variety of educational partners the opportunity to discuss issues related to the importance of providing all of our students with equitable access. These meetings include opportunities for educational partners to examine and discuss data, as well as provide feedback and suggestions to impact positive results for students.

In order to impact teacher effectiveness, the LEA has implemented a new teacher academy to support teachers in their first 2 years in the district with training, coaching, and support by veteran resource teachers. This program has allowed the district to support teachers with high leverage strategies that will impact student achievement and support the retention of teachers as they develop their skill in the early part of their career. Additionally, the district has made a commitment to support teachers with the induction program that they are required to complete to clear their teaching credential. These two programs provide new teachers the supports necessary to develop and grow as professional educators.

Additionally, we continue to provide professional development of high leverage strategies for paraprofessionals and work with site and district administrators to identify supports for their teaching staff regardless of their tenure within the district that will help to impact the delivery of high impact evidence based best practices. This support may include professional development, guided planning, co-teaching, and coaching as deemed necessary.

There were no disparities found during the data analysis process. However, we make every effort to be proactive in the placement and retention of teachers.

On November 6, 2019, the SBE approved updated definitions for “ineffective” and “out-of-field” teachers to be included in the amended California ESSA Consolidated State Plan.

Term	Definition
Ineffective teacher	An ineffective teacher is any of the following: • An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or • A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned) • An individual who holds no credential, permit, or authorization to teach in California. Under this definition, teachers with the following limited emergency permits would be considered ineffective: • **Provisional Internship Permits,** • **Short-Term Staff Permits** • **Variable Term Waivers** **Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record**
Out-of-field teacher	A credentialed out-of-field teacher is: A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned. Under this definition, the following limited permits will be considered out of the field:

	• General Education Limited Assignment Permit (GELAP) • Special Education Limited Assignment Permit (SELAP) • **Short-Term Waivers** • **Emergency English Learner or Bilingual Authorization Permits** **Local Assignment Options** (except for those made pursuant to the *California Code of Regulations*, Title 5, Section 80005[b])
Inexperienced Teacher	A teacher who has two or fewer years of teaching experience.
Minority Student	A student who is American Indian/Alaska Native, Asian, African American, Filipino, Native Hawaiian/Pacific Islander, Hispanic, or Two or More Races Not Hispanic.
Low-Income Student	A student who is eligible to receive Free or Reduced-Price Meals

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

San Ysidro School District administrators met with school site administrators to analyze various data points in preparation for creating a needs assessment that would engage various stakeholder groups in support of identifying the needs of their individual school sites. For San Ysidro Middle School, we examined the school's data for Math & ELA from the California Dashboard, District Common Assessments, and classroom walk-throughs to analyze the needs of each school site. As a part of this process, we worked together to develop a needs assessment survey to be shared with all parents, families, community and staff groups. This needs assessment addressed the areas of students achievement, school culture and climate, as well as stakeholder engagement. Site administration also conducted end of the year data analysis and needs assessment with staff to determine actions to improve instructional practices to support equitable student achievement outcomes.

The information gathered by the needs assessment surveys served to inform the development of the CSI Plan. Parents and family members participated in the development of the CSI plan using needs assessment and student achievement data to drive the creation of the plan during School Site Council and ELAC meetings through the creation of the SPSA.

In our analysis of school site needs we will continue to examine resource inequities by using data from the needs assessment that was distributed to staff and parents, as well as support meetings with identified district staff for each area of support. This information will be used in an ongoing monthly review of continuous improvement to determine where additional supports are needed and how we can implement evidence based interventions to create equitable access and support for all of our students. These determinations will inform any necessary revisions to the CSI plan, which will then be reviewed and revised as necessary with the School Site Council.

To meet this requirement, LEAs must provide a description of the following:

ESSA Section 1112(b)(3): how the LEA will carry out its responsibilities under paragraphs (1) and (2) of Section 1111(d);

1. How the LEA will involve parents and family members at identified schools in jointly developing Comprehensive Support and Improvement plans
2. How the LEA will involve parents and family members in identified schools in jointly developing the Targeted Support and Improvement plans
3. In the absence of the identification of any schools for Comprehensive Support and Improvement (CSI) or any schools for Targeted Assistance and Intervention (TSI), the LEA may write N/A. This provision will not be reviewed.

ESSA Section 1112(b)(7): the strategy the LEA will use to implement effective parent and family engagement under Section 1116; shall include how the LEA and its schools will build capacity for parent and family engagement by:

1. Describe the LEA parent and family engagement policy, and how it was developed jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy (ESSA Section 1116(a)).
2. Describe how the LEA will provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children; (ESSA Section 1116(e)(1))
3. Describe how the LEA will provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement; (ESSA Section 1116(e)(2))
4. Describe how the LEA will educate teachers, specialized instructional support personnel, principals, 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; (ESSA Section 1116(e)(3))
5. Describe how the LEA will to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (ESSA Section 1116(e)(4))
6. Describe how the LEA will ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand (ESSA Section 1116(e)(5))
7. Describe how the LEA will provide such other reasonable support for parental involvement activities as parents may request (ESSA Section 1116(e)(14).
8. Describe how the LEA will 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 in a format and, to the extent practicable, in a language, such parents understand (ESSA Section 1116(f)).

Also, include how the LEA will align parent involvement required in Section 1116 with the LCAP educational partner engagement process.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In order to support parent and family engagement SYSD will provide various parent workshops at the district and site levels. Topics and activities may include: literacy, math, science, social science, technology, strategies on how to navigate the educational system in the United States, and restorative justice practices. The parent center at the district office provides a space for parents to access computers and the internet, as well as attend additional parent classes that focus on the role of parents in their children's education and in supporting their social emotional well being. To increase the amount and quality of parent and family engagement, SYSD will use district administration and support from San Diego County Office of Education (SDCOE) to provide site training for school site staff.

Each school has a Parent School Compact that delineates the roles of the school, the parent, and the student. In addition, each school develops their own Title I parent involvement policy which follows the California Department of Education's Title I parent involvement policy template. The school sites also provide opportunities for parent education based on parent needs. On a monthly basis, each school site principal facilitates "Coffee with the Principal" where principals provide a variety of trainings/ informational meetings (eg. state testing, district assessment information, data analysis, parent/teacher conferences, LCAP presentations, School Plan for Student Achievement (SPSA), etc).

The SYSD strives to communicate with parents in order to create a cohesive understanding of programs and services that are available for all students. To that end information is sent to all parents in English and Spanish through mail, digital, robo-calls, and direct avenues. This information includes district and school notices, student testing results, annual notification packet, and other pertinent information regarding student and parent services and resources.

The Parent and Family Engagement Policy is revised with parents during School Site Council , ELAC, Parent Principal Forums, Title I Meetings, and the revised policy is then distributed to parents at the beginning of the school year along with the Parent Compact which undergoes the same process. Translators are available at all parent meetings to make sure that parents are heard and they have access to all the information provided to them. Title I meetings take place at all sites, usually during Back to School Night when there is a greater number of parents present.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

The district operates Schoolwide Programs (SWP) at each of its school sites based on student need as determined by data and needs assessment. Sites work to provide interventions for students based on data and needs assessments. These services include, but are not limited to before and after school intervention and/or instructional aides to provide small group instruction.

The district follows the criteria set forth by Ed Code in determining the need for services that support the needs of students in a school wide program:

- Title I Schoolwide Programs (SWP) should consider the following general criteria when approving activities or expenditures supported with Title I, Part A funds:
- The activity/expenditure meets a need identified in the comprehensive needs assessment (ESSA Section 1114[b][6]);
- The activity/expenditure is included in the Single Plan for Student Achievement (SPSA) (Education Code [EC] Section 64001[g][C][3]);
- The SPSA has been approved by the local governing board (EC Section 64001[i]);
- The Schoolsite Council (SSC) annually evaluates and monitors the implementation of the SPSA and progress towards accomplishing the goals (EC Section 64001[g][2][B] and [i]); and
- The activity/expenditure has been reviewed, approved, and recommended by the SSC to the local governing board (EC Section 64001[d]).

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SWP: Sites work to provide interventions for students based on data and needs assessments. These services include, but are not limited to before and after school intervention and/or instructional aides to provide small group instruction.

TAS: "N/A"

Neglected or delinquent: "N/A"

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in

coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

SYSD has a Pupil Services Coordinator to support homeless children, foster youth, and needy students and families within the community. Students are provided school uniforms and shoes, bus passes for transportation, and other resources. The Student and Family Services Manager assures students are enrolled immediately and verifies residency for students, makes home visits when necessary, participates in leadership meetings, and participates in the SART and SARB process to support the success of homeless and foster youth. In addition, the coordinator provides access to resources such as housing, tutoring, and medical/dental services.
In compliance with the McKinney-Vento Act, San Ysidro School District has designated a representative to ensure children experiencing non-permanent housing receive educational services.

Families living in any of the following situations have rights or protections under the Federal McKinney-Vento Act and California State Law:

- In a shelter (family, domestic violence, youth shelter, or transitional living programs).
- In a motel, hotel, or weekly rate housing.
- In a house or an apartment with more than one family.
- In an abandoned building, car, campground, or on the street.
- In temporary foster care or with an adult who is not the parent or guardian.
- In substandard housing without electricity, water, or heat.
- With friends or family because you are a runaway or an unaccompanied youth.

Families may obtain unique educational resources through the District's Families First program, which was developed to help meet the needs of children who are experiencing non-permanent housing. Families First aims to enhance services for families and promote awareness of their educational rights among all of our school sites and staff, so that we can provide supportive care for our families experiencing this type of need. The districts schools are doing the following to help remove barriers to success:

- Encouraging students to participate fully in all school activities and programs for which they are eligible.
- Encouraging students to attend the school in which they were last enrolled; even if they have moved away from the school's attendance zone or district.
- Providing transportation from the student's current residence to the school of origin.
- Automatically qualifying students for child nutrition programs.
- Resolving any disputes that arise during the enrollment process.
- Coordinating between schools, shelters, housing agencies and motels on behalf of families.
- Providing greater access to family literacy activities and after-school programs.
- Facilitating the transfer of school records as needed.
- Improving access to immunization and health care services.
- Improving access to special programs, such as preschool and special education.
- Actively referring families to community resources that assist with food, shelter and clothing.
- Providing access to school supplies and uniforms.
- Engaging in parent consultation, including discussion of educational rights and responsibilities.

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Preschool Transition to Kindergarten

To create a seamless transition of students from preschool to kindergarten, the San Ysidro School District operates a Child Development Center (CDC). In May, every preschool classroom visits a Kindergarten class at their future home

school. During the visit, preschool and kindergarten students co-mingle and the kindergarten teachers read a story to all students.
In addition, the CDC schedules transition meetings with parents to discuss what to expect as their child makes the transition to kindergarten. For those students deemed to be at-risk, parents are notified and attend a workshop. At the workshop, teachers meet with parents, discuss student progress, and are provided materials to work with students at home. The CDC also coordinates a Kindergarten Readiness workshop for all parents.
For those students not attending the CDC, the Preschool and CDC Coordinator will visit agencies to present information to assist parents in the transition to kindergarten classes in the San Ysidro School District.

Elementary Transition to Middle School

To create a smooth transition to middle school, the district has transition practices in place. Sixth grader students from all of our elementary schools attend an elective fair during their visit to the middle school to familiarize themselves with the activities, teachers, and school events. Sixth grade teachers provide middle school teachers and counselors with transition documentation that includes student test scores and recommendations for placement based on student progress in class. This ensures that students who require support to access the core instructional program have them in place at the start of the school year. Additionally, 6th grade teachers meet with the middle school teachers to make the transition smoother.

Special Education Transition Support for Students with an IEP

In addition to the aforementioned transition services, all students with an IEP benefit from an additional transition meeting that allows for all service providers, case managers, and administrators to meet and plan for the successful transition of services to the next school placement. This ensures the planning and staffing of programs for the following school year will be in place to service and support the needs of all students.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

(A) through coordination with institutions of higher education, employers, and other local partners; and

(B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Middle School Transition to High School

The transition to high school is supported by our feeder high school, San Ysidro High School which is part of a different school district. The district middle school staff collaborates with the high school staff to provide students the opportunity to visit the campus, and familiarize themselves with the campus, the electives offered, as well as the clubs and the sports they will have access to at the high school.

Special Education Transition Support for Students with an IEP

In addition to the aforementioned transition services, all students with an IEP benefit from an additional transition meeting that allows for all service providers, case managers, and administrators to meet and plan for the successful transition of services to the next school placement. This ensures the planning and staffing of programs for the following school year will be in place to service and support the needs of all students.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

(A) assist schools in identifying and serving gifted and talented students; and
(B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Gifted and Talented Students are identified through the use of online version of RAVEN's Progressive Matrices. Once students are identified they are offered a variety of enrichment opportunities, including: College for Kids, Robotics, VAPA, and other Pathways Programs.
The district and school sites update school libraries through the purchase of relevant materials to improve academic achievement.

Title I funds were used to pay for:

- Provide professional development opportunities to improve teaching and learning in the areas of ELA, ELD, Math, Science, and Social Studies
- Professional development for site and district administrators to strengthen instructional practices.
- Professional development for specific programs in the middle and elementary schools including STEM, College and career skills.
- Implementation of English learner programs (i.e. Structured English Immersion, Dual Language One-Way and Dual Language Two-Way) based on site needs through supplemental materials and professional development opportunities.
- Provide supplemental programs and resources (i.e. educational software, math manipulatives, dual language materials, etc) to support student achievement in core content areas and to support language acquisition
- Provide site and/or district based academic intervention programs to serve the districts student groups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in Comprehensive Support and Improvements Schools.
- Personnel (e.g. instructional aides) were hired to support in--class interventions for all student groups including unduplicated students at all school sites. This investment allows for each school site to provide students who demonstrate an academic need opportunities for small groups and 1:1 instruction to meet and exceed the rigor of the CCSS, as well as develop academic language skills.

TITLE I, PART D

Description of Program
ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Formal Agreements
ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the
(A) LEA; and
(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Comparable Education Program
ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Successful Transitions
ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Educational Needs
ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children

and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Parent and Family Involvement

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Probation Officer Coordination
ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Individualized Education Program Awareness
ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Alternative Placements
ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE II, PART A

Professional Growth and Improvement
ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please provide a description of the LEA's systems of professional growth and improvement for teachers, principals, and other school leaders.
2. Please address principals, teachers, and other school leaders separately.
3. Please explain how the systems promote professional growth and ensure improvement, including how the LEA measures growth and improvement
4. Please describe how the systems support principals, teachers, and other school leaders from the beginning of their careers, throughout their careers, and through advancement opportunities
5. Please describe how the LEA evaluates its systems of professional growth and improvement and makes adjustments to ensure continuous improvement within these systems.

In order to support the growth of district and school leaders, SYSD offers leaders the opportunity to participate in professional learning and coaching through the NCUST (National Center for Urban School Transformations), as well as the opportunity to attend ACSA Academies. These opportunities help to strengthen leadership and in turn support the district's vision of students' achievement. In 2023-2024 all managment employees will be coached with NCUST cohort groups, focusing on the use of data dashboards to inform practice.

Our commitment to building strong culture and climate in order to increase student engagement and academic achievement at every school site for all students, including our unduplicated students we have committed to continued professional learning and support for Positive Behavior Intervention Supports (PBIS) and Restorative Justice practices at all of our school sites. These professional learning opportunities will support the building of climate that addresses equity with the objective of improving school climate as measured by the California Dashboard.

Additionally, the district will continue to focus on Social Emotional well being, which has been an ongoing focus of the last 4 years. The district had implemented a Tier-1 SEL curriculum which involved introductory administrative training and teacher training for implementation. We are also offering continued PD for our instructional staff through the support of Social Workers on a quarterly basis to support the implementation of Social Emotional Learning for our teachers. This focus on professional learning will help to support teachers with the implementation of evidence based Tier I Social Emotional Learning, which supports the district focus on student mental health and well being. All district schools have a social worker and a school psychologist. In 2022-2023 we implemented a Universal Screener to determine students level of need based on the thei Tiers of MTSS.

The San Ysidro School District does not currently have an induction program for new teachers, principals or any new school leaders. New teachers who need to complete induction are referred to either the San Diego County Office of Education, or local universities to complete the BTSA required. The district does support the induction process through the payment of the program for new teachers.

Additionally, the district provides all teachers who are new to the district with support through the New Teacher Academy which takes place through workshops offered 3-5 times during the school year. In addition to the New Teacher Academy workshops, Educational Services provides instructional coaching and professional development for teachers and instructional aides at school sites, in coordination with school site administrators and needs assessments that are informed by data reflection sessions and classroom walkthroughs.

The district is working with new principals to provide them with support and coaching through the the National Center for Urban School Transformation (NCUST).

The systems of professional growth are measured by end of the year surveys, data monitoring, and school site walk-throughs with feedback. This system allows us to monitor qualitative and quantitative data as we evaluate the programs the district uses to support staff development, as well as to determine needs based on this data.

Prioritizing Funding
ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

Address these questions:

1. Please describe the LEA's process for determining Title II, Part A funding among the schools it serves.
2. Please describe how the LEA determines funding that prioritizes CSI and TSI schools and schools serving the highest percentage of children counted under Section 1124(c).
3. Please describe how CSI and TSI schools and schools that have the highest percentage of children counted under Section 1124(c) that the LEA serves receive priority in Title II, Part A funding decisions compared to other schools the LEA serves.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The San Ysidro School District has 7 schools of which 5 have a population that averages 77% Socioeconomically advantaged, and 54% English Language Learners. Given this information the district prioritizes resources for those schools.

Funding priorities for ASTI schools are determined by the specific needs of the sites. The needs for those schools include but are not limited to support for English Language Learners, students who are Socioeconomically disadvantaged, students who are chronically absent, as well as students who are suspended. It also includes students with disabilities.

The district determines funding needs based on data generated by local benchmark assessments, state assessments, stakeholder surveys as well as parent/ community forums. After receiving notification that one of our schools would remain in CSI, San Ysidro School District administrators met with school site administrators to analyze various data points in preparation for creating a needs assessment that would engage various stakeholder groups in support of identifying the needs of their individual school sites. We examined the school's data for Math & ELA from the California Dashboard, District Common Assessments, and classroom walk-throughs to analyze the needs of each school site. As a part of this process, we worked together to develop a needs assessment survey to be shared with all stakeholder groups. This needs assessment addressed the areas of students achievement, school culture and climate, as well as stakeholder engagement. Site administration also conducted end of the year data analysis and needs assessment with staff to determine actions to improve instructional practices to support equitable student achievement outcomes. The district met with the site administrators to develop a needs assessment which looked at student achievement, and parent involvement with the goal of creating a plan.

In our analysis of school site needs we examined resource inequities by using data from the needs assessment that was distributed to staff and parents. This information was used to determine where additional supports are needed and how we can implement evidence based interventions to create equitable access and support for all of our students. These determinations inform the evaluation and modification of the ASTI plan with the School Site Council.

Data and Ongoing Consultation to Support Continuous Improvement
ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please explain how the LEA coordinates its Title II, Part A activities with other related strategies, programs, and activities.
2. Please describe how the LEA uses data to continually update and improve activities supported under Title II, Part A.
3. Please describe how the LEA uses ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under Title II, Part A.
4. Please describe the sources of data the LEA monitors to evaluate Title II, Part A activities and how often it analyzes this data.
5. Please describe the ways in which the LEA meaningfully consults with the following educational partners to update and improve Title II, Part A-funded activities:
    a. Teachers
    b. Principals and other school leaders
    c. Paraprofessionals (including organizations representing such individuals)
    d. Specialized instructional support personnel
    e. Charter school leaders (in a local educational agency that has charter schools)
    f. Parents
    g. Community partners
    h. Organizations or partners with relevant and demonstrated expertise in programs and activities
6. Please explain how often the LEA meaningfully consults with these educational partners.

The district employs a data reflection process on a 6 week cycle for instruction for both ELA and Mathematics. This model consists of analyzing student achievement data from internal Common Assessments which are CCSS based and aligned to the item specifications for the CAASPP assessments for grades 3-8. The data is disaggregated for significant student groups, which supports our ability to dig deeply into the impact of instruction on the students who we serve. The data that we collect, analyze and discuss is coupled with walk-through data in order to determine the effectiveness of our instructional models and the impact that we are having on our students, embedded in the meeting protocol is an analysis of evidence based practice implementation and the support necessary to increase the level of implementation. These reflection sessions serve as a place to make the determination to increase or modify professional development and support to build capacity for instructional leadership. These data reflection sessions are conducted at every school site by grade level and are attended by site administration, and grade level teachers from all programs.

In addition to these meetings, site administration shares the data that comes out of their meetings with instructional staff at parent meetings, SSC, ELAC in order to have input from parents and other stakeholders to inform the development and refinement of professional development plans. The data from our internal monitoring process is shared on a quarterly basis, to ensure that we are communicating the most up to date data.

The data reflection process continues on to the LEA level with a reflection process that includes meetings with the all school site and district level administration. These meetings help us to monitor student achievement at all grade levels in all programs at all school sites. We then engage in analysis and conversations around the improvement of instructional practices and the support necessary to build capacity at school sites. As we implement our plans, we then use the same data reflection system to monitor the plan and revise it as necessary based on data.

The LEA coordinates the implementation of planning and preparation for staff development through the needs that are identified in our data reflection process and other needs assessments. Once, we work with our educational parters to identify needs and formulate a plan; we work with staff to determine the best manner to build capacity at our school sites for administration, teachers, and paraprofessionals to support the implementation of the plan of action. We also work with our Coordinator of Pupil Services and Coordinator of Student Services to ensure that the wrap around services are in place for students/families. Additionally, the LEA works to identify and provide parent training/workshops to help support our families in their own development and understanding of ways to support their students' achievement through our school sites and at the district level.

TITLE III, PART A

Title III Professional Development
ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

Complete responses will:

Address professional development activities specific to English learners/Title III purposes that are:

1. designed to improve the instruction and assessment of English learners;
2. designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for English learners;
3. effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers;
4. of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom; and
5. supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Professional development for ELD strategies and instructional practices will be provided in the 2023-2024 school year for resource teachers, instructional leadership teams, site administrators, and teaching staff. The strategies that teachers learn in training are evidence based interventions designed to increase student's English Language Proficiency. In order to support the implementation of these instructional strategies, school site leadership will conduct classroom walkthroughs to support instructional practice. Teachers and school site leadership will monitor the growth of ELs through the use of a data reflection model that specifically monitors ELs and LTELs on a 6 week cycle through the use of formative assessment, which is followed by a data reflection session with grade level teachers and site administrators to evaluate and discuss instructional practice and strategy to positively impact student achievement based on the data. The data reflection sessions and classroom walk through data serve as a foundation to determine the need to provide support to teachers throughout the year in the implementation of the instructional strategies that are focused on language acquisition.

Furthermore, ELs will be supported in the area of ELA with small group guided reading instruction that is offered in addition to the existing designated ELD program at each site. This focus on guided reading and small group instruction will serve to develop content area knowledge of ELs, as well as support their acquisition of grade level CCSS. This training and support will be given by our Resource Teachers who will be serving in the capacity of Instructional Coaches whose duty it will be to gather information on additional supports that are needed by teachers to the need to support these specific instructional practices.

In addition, we will have ongoing training and support for the use of Imagine Learning Educational Technology to support teachers in the strategic use of this program for our English Learners. This includes professional development to use the program as a tool for direct instruction in addition to the implementation of the program for student use with instructional feedback and guidance. Further, Achieve 3000 training has been focused on the improved literacy skills of students through the implementation of guided reading practices through the use of the program.

The LEA has also begun a series of Professional Development around the EL Roadmap. This began in the 19-20 school year with Resource Teachers, who then provided an overview to all site administrators and our DELAC committee. During the 20-21 school year, the district will extend the training for EL RISE LCAP Toolkit, Administrators in the ELRISE Administrator Strand and teacher leaders in the EL RISE Teacher Strand. In the 2021-22 in partnership with SDCOE, the District has engaged in a learning series implementing the teachings of EL RISE specific to the district's needs. These professional learning opportunities will help to inform the deep implementation of the Roadmap intentions and serve as the foundation for instruction for ELs.

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The district has continued to implement training to support learning strategies and best practices to support language acquisition. These strategies include Project GLAD, Kate Kinsella, SIOP, Kagan, AVID Excel. EL RISE, and other programs that focus on supporting students with language structures and access to core content instruction.

Enhanced Instructional Opportunities
ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

Complete responses will:

1. Describe the activities implemented, supplemental to all other funding sources for which the LEA is eligible, that provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Title III Programs and Activities
ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

Complete responses will:
1. Address the effective language instruction programs specific to English learners.
2. Address Title III activities that:
    - are focused on English learners and consistent with the purposes of Title III;
    - enhance the core program; and
    - are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

San Ysidro School District will provide effective EL instructional strategies through the implementation of evidence-based supplemental activities. These include incorporating intensified instruction in ELD for all Newcomers and Novice English Learners at the secondary level through a small group instructional model. Teachers providing these supports will be implementing a supplemental ELD curriculum from National Geographic. They will be using a model of data analysis to determine the impact of these strategies on a 6 week cycle, which will include assessment data and observational data.

At the elementary school level this intensified instruction model will consist of primary language support during our Project Lead the Way Program in order to support student acquisition of the rigorous NGSS based coursework. Additionally, the program will incorporate SIOP model and Project GLAD strategies to support language acquisition and meet content standards for NGSS.

The district currently provides community participation programs, family literacy services, and parent and family outreach. These services are organized through our Coordinator of Public Relations and Community Service, as well as the Ed Services department. These programs include but are not limited to PIQE, English classes provided at various district sites through Southwestern College, a variety of workshops on nutrition, parenting, mental health, first aid, and financial literacy. The district will continue to develop and provide programs for families of ELs through our State and Federal Programs/Educational Services staff.

English Proficiency and Academic Achievement

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

(A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
(B) meeting the challenging State academic standards.

Complete responses will:

1. Address how sites will be held accountable for meeting English acquisition progress and achievement goals for English learners.
2. Address site activities that are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The San Ysidro School District utilizes data reflection sessions to monitor individual and grade level student progress based on district unit assessment performance. English Learners (ELs), Long-Term English Learners (LTELs), and Reclassified Fluent English Proficient (RFEPs) students are specifically monitored for academic progress. Teachers analyze data and determine common agreements across grade levels to address areas of need in order to positively impact academic progress and language acquisition.

Our district will monitor student progress on the English Language Proficiency Assessment for California (ELPAC) as well as the English Learner Progress Indicator (ELPI) to determine the effectiveness of EL programs and services. Sites not meeting district goals will be provided with additional services including systems of support (i.e. academic interventions for students, instructional coaching support for teachers, and professional development for administrators, etc.). A plan of action will be created to ensure that English Learners are making appropriate progress and meeting expected outcomes. In 2023-2024, SYSD will implement the ELLevation software which will facilitate and track EL progress monitoring.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Each LEA, or consortium of LEAs, shall conduct the Title IV needs assessment once every 3 years. (see below)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

(A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
(B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
(C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
(D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
(E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

NOTE: If the LEA received more than $30,000 in Title IV, Part A funding and did not transfer the allocation, the LEA must:

1. use not less than 20 percent of Title IV, Part A funds to support one or more safe and healthy student activities;
2. use not less than 20 percent of Title IV, Part A funds to support one or more well-rounded education activities;
3. use a portion of Title IV, Part A funds to support one or more effective use of technology activities; and
   a) 15 percent max cap on effective use of technology for purchasing technology infrastructure.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The San Ysidro School District is committed to providing all students with access to a well rounded education, and improving school conditions for student learning. To that end we are committed to including STEM instruction to our students through our Sci Phy Program which includes the instruction of NGSS and ITSE standards through Project Lead the Way (PLTW) instruction at our Elementary School Sites and at our Middle Schools through an elective course. This includes membership fees for PLTW teachers, material purchases to enhance the program's success, and support for teachers in the program through professional development. Additionally, the program is supported by a Resource Teacher, who coordinates all aspects of this Enrichment program including instructional coaching support and delivery of professional development.

In addition to this program that is embedded in the school day, we also offer a Pathways Program that includes after school opportunities for students on every school site on a variety of enrichment topics, as well as a summer school enrichment program that focuses on STEAM and CTC topics and includes partnerships with higher education, business, and nonprofit organizations which allow us to offer student field experiences through guest instructors and field trips to provide a link between classroom learning and real world applications. This program is coordinated and implemented through our Director of Educational Services.

Title IV, Part A Needs Assessment

According to the Every Student Succeeds Act (ESSA), all local educational agencies (LEAs) receiving at least $30,000 must conduct a needs assessment specific to Title IV, Part A (ESSA Section 4106[f]). Each LEA, or consortium of LEAs, shall conduct the needs assessment once every three year (ESSA Section 4106[d][3]).

Well-rounded Education Opportunities (ESSA Section 4107)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

We used Unit assessment and physical fitness test data to measure student growth. Students are progressing.

What activities will be included within the support for a well-rounded education?

SYSD is committed to including STEM instruction for our students through our Sci Phy Program, which includes the instruction of NGSS and ITSE standards through Project Lead the Way (PLTW) instruction at our elementary school sites and our middle schools through an elective course. Pathway programs that include after school opportunities for students on every school site on a variety of enrichment topics, as well as a summer school enrichment program that focuses on STEAM and CTC topics and includes partnerships with higher education, business, and nonprofit organizations that allow us to offer student field experiences through guest instructors and field trips to provide a link between classroom learning and real-world applications.

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

The program will be evaluated by looking at student interests and attendance. We will make sure we survey our families and students on what activities they want to have in their program and then look at the attendance and participation.

Safe and Healthy Students (ESSA Section 4108)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for safety and health of students?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Effective Use of Technology (ESSA Section 4109)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support of effective use of technology? Note: No more than 15 percent on technology infrastructure (ESSA Section 4109[b])

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

- Note: All planned activities must meet the authorized use of funds criteria located on the Title IV, Part A Authorized Use of Funds web page at https://www.cde.ca.gov/sp/st/tivpaauthuseoffunds.asp.

Date of LEA's last conducted needs assessment:

March 7, 2024

Title IV, Part A Program
Rural Education and Student Support Office
California Department of Education
Email: TitleIV@cde.ca.gov Web site: https://www.cde.ca.gov/sp/st/

California Department of Education
February 2022

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☒ Informational
☐ Action

AGENDA ITEM: CALIFORNIA DASHBOARD LOCAL INDICATORS

BACKGROUND INFORMATION:

The State Board of Education (SBE) approved standards for the local indicators that support LEAs in measuring and reporting their progress within the appropriate priority area.

For each local indicator, the performance standards are as follows:

1. Annually measure its progress in meeting the requirements of the specific LCFF priority; and
2. Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP; and
3. Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

An LEA uses the SBE-adopted self-reflection tools to report its progress through the Dashboard. The collection and reflection on locally available information relevant to progress regarding local priority areas will support LEAs in completing the self-reflection tools, reporting in the Dashboard, and in local planning and improvement efforts.

Provided an LEA satisfies the performance standards for each local indicator, the Dashboard will automatically assign a performance level of Met. If an LEA does not meet the performance standards, the Dashboard will automatically assign a performance level of Not Met or Not Met for Two or More Years, as applicable.

The purpose of the CA School Dashboard Local Indicator is to provide an understanding of the history behind the LCFF, the LCAP, California's accountability system, and the principles upon which they are based.

RECOMMENDATION:

Information only.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Goal 2: School Culture and Student Well-Being ~ Goal 3: Parent Engagement

☐ **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

California Dashboard Local Indicators

June 20, 2024

Maria C. Rodriguez

Coordinator of Federal and State Programs & Language Acquisition

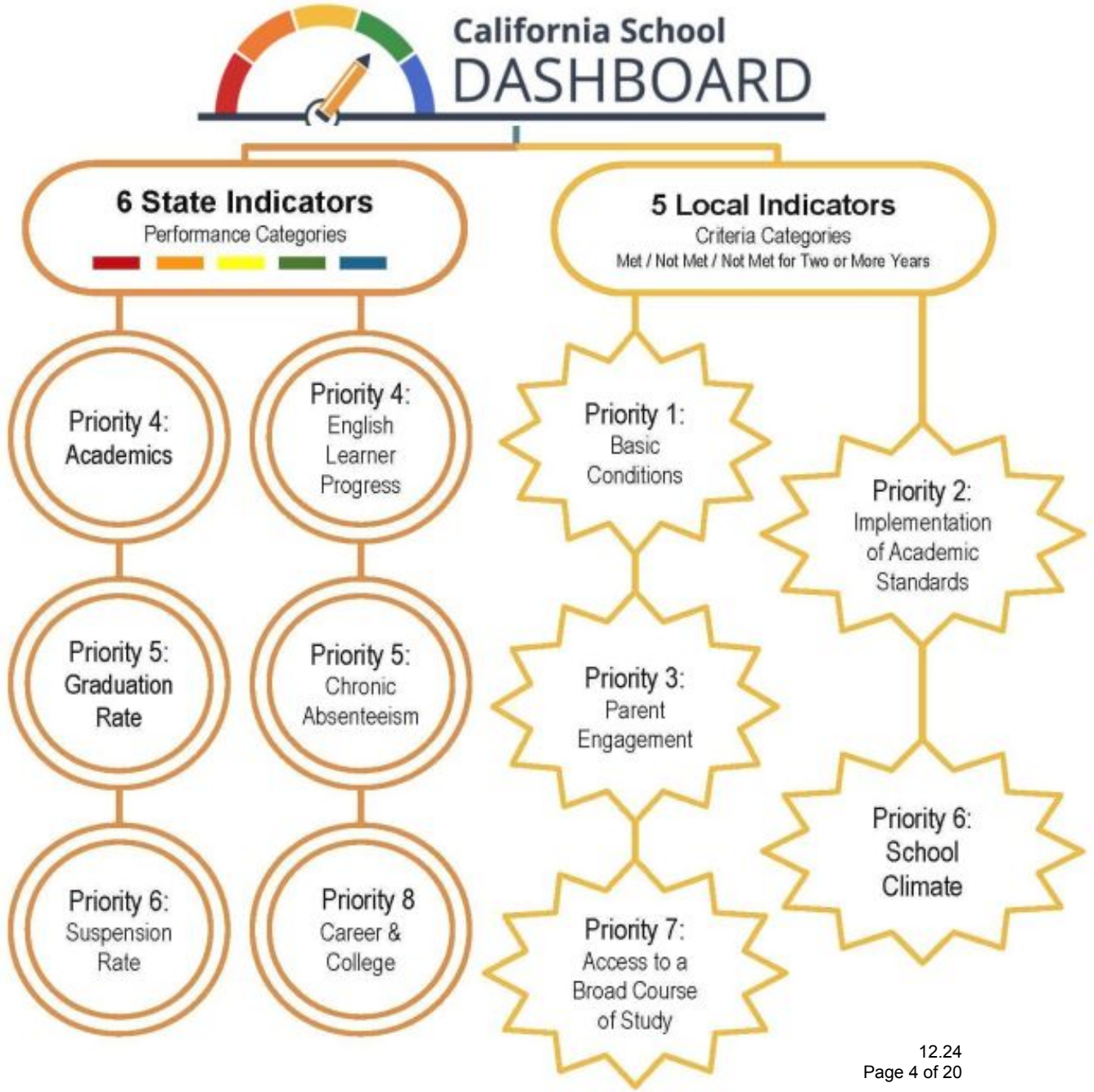
California Dashboard

- California's accountability and continuous improvement model provides measures relating how Districts and schools are making progress to meet the needs of our diverse student population.

https://www.cde.ca.gov/ta/ac/cm/localindicators.asp

Accountability System

- California Dashboard measures performance on State Priorities and Local Indicators
  - 6 State Indicators
  - 5 Local Indicators



Criteria

- District performance is reported based on meeting the standard indicators as:
- Met
- Not Met
- Not Met for Two or More Years

Priority 1: Basic Conditions- **MET**

Teachers

Number/Percentage of mis-assignments of teachers of English Learners: **0**

Total teacher mis-assignments: **0.**

Total teacher vacant positions: **3**

Books

Number/percentage of students without access to their own copies of standards aligned instructional materials for use at school and at home: **0**

Facilities

Number of identified instances where facilities did not meet the "good repair" standards: **0**

Priority 2: Implementation of Academic Standards
Professional Development **MET**

Content Areas	1	2	3	4	5
English Language Arts Common Core Standards					XXX
ELD -Aligned to ELA Standards					XXX
Math-Common Core Standards					XXX
NGSS Next Generation Science Standards			X	X	X
HSS History Social Science	X	X	X		

LEA's Progress Rating

Rating Scale (lowest to Highest):

1- Exploration and Research Phase

2- Beginning Development

3- Initial Implementation

4-Full Implementation

5- Full Implementation and Sustainability

X - 21-22

X- 22-23

X - 23-24

Priority 2: Implementation of Academic Standards
Availability of Aligned Materials

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					XXX
ELD (Aligned to ELA Standards)					XXX
Mathematics – Common Core State Standards for Mathematics					XXX
Next Generation Science Standards			X	X	X
History-Social Science	X	X	X		

LEA's Progress Rating

- <u>Rating Scale (lowest to Highest):</u>
- 1- Exploration and Research Phase
- 2- Beginning Development
- 3- Initial Implementation
- 4-Full Implementation
- 5- Full Implementation and Sustainability
- X - 21-22
- X- 22-23
- X - 23-24

Priority 2: Implementation of Academic Standards *Policies and Programs* **MET**

Content Areas	1	2	3	4	5
English Language Arts Common Core Standards					XXX
ELD -Aligned to ELA Standards					XXX
Math-Common Core Standards					XXX
NGSS Next Generation Science Standards			X	X	X
HSS History Social Science	X	X	X		

LEA's Progress Rating

Rating Scale (lowest to Highest):

1- Exploration and Research Phase

2- Beginning Development

3- Initial Implementation

4-Full Implementation

5- Full Implementation and Sustainability

X - 21-22

X- 22-23

X - 23-24

Priority 2: Implementation of Academic Standards
Other Adopted Academic Standards **MET**

Content Areas	1	2	3	4	5
Career Technical Education			XXX		
Health Education Content Standards			X	X	X
Physical Education Model Content Standards					XXX
Visual and Performing Standards			XXX		
World Languages		XX	X		

LEA's Progress Rating

Rating Scale (lowest to Highest):

1- Exploration and Research Phase

2- Beginning Development

3- Initial Implementation

4-Full Implementation

5- Full Implementation and Sustainability

X - 21-22

X- 22-23

X - 23-24

Priority 2: Implementation of Academic Standards
Support for Teachers and Administrators **MET**

Content Areas	1	2	3	4	5
Career Technical Education			XXX		
Health Education Content Standards			X	X	X
Physical Education Model Content Standards					XXX
Visual and Performing Standards			XXX		
World Languages		XX	X		

LEA's Progress Rating

Rating Scale (lowest to Highest):

1- Exploration and Research Phase

2- Beginning Development

3- Initial Implementation

4-Full Implementation

5- Full Implementation and Sustainability

X - 21-22

X- 22-23

X - 23-24

Priority 3: Parent Engagement Progress
Promoting Parent Participation - MET

Building Relationships	1	2	3	4	5
Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.				XX	X
Rate the LEA's progress in creating welcoming environments for all families in the community.					XXX
Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.				XXX	
Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.			X	XX	

LEA's Progress Rating

- Rating Scale (lowest to Highest):
- 1- Exploration and Research Phase
- 2- Beginning Development
- 3- Initial Implementation
- 4-Full Implementation
- 5- Full Implementation and Sustainability
- X - 21-22
- X- 22-23
- X - 23-24

Priority 3: Parent Engagement Progress
Promoting Parent Participation – MET
Building Partnerships for Student Outcomes

Building Partnerships	1	2	3	4	5
Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.				XX	X
Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.					XXX
Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					XXX
Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.			X	X	X

LEA's Progress Rating

- Rating Scale (lowest to Highest):
- 1- Exploration and Research Phase
- 2- Beginning Development
- 3- Initial Implementation
- 4-Full Implementation
- 5- Full Implementation and Sustainability
- **X - 21-22**
- **X- 22-23**
- **X - 23-24**

Priority 3: Parent Engagement Progress
Promoting Parent Participation – MET
Seeking Input for Decision Making

Seeking Input	1	2	3	4	5
Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.					XXX
Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.					XXX
Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.				XXX	

LEA's Progress Rating

- Rating Scale (lowest to Highest):
- 1- Exploration and Research Phase
- 2- Beginning Development
- 3- Initial Implementation
- 4-Full Implementation
- 5- Full Implementation and Sustainability
- **X - 21-22**
- **X- 22-23**
- **X - 23-24**

Priority 3: Parent Engagement Progress Promoting Parent Participation - MET

Schools

- Parent Institute Quality Education (PIQE)
- ES Program Social Worker Services
- Food Distribution
- Mobile Clinic South Bay Dinosaur School
- San Ysidro Health Center- Dental
- PEI – Prevention and early intervention
- ACT – Addressing childhood Trauma
- CAT – Community Assessment Team – in call
- SELPA - Special Education Local Plan Area
  - Trauma Informed
  - IEP support

District

- Parent English classes
- Mental Health First Aid certification
- Literacy Promotion Workshop with free book give away
- DELAC - District English Learner Advisory Committee
- DPAC - District Parent Advisory Committee
- Low cost computer and internet program
- SELPA - Special Education Local Plan Area

Priority 3: Parent Engagement- Seeking Input From Parents/Guardians in School/District Decision Making- MET

- LCAP Forum Meetings at all schools
- DELAC District English Language Acquisition Committee Meetings
- DPAC District Parent Advisory Committee
- School Site Council and ELAC at the sites
- Coffee with the Principal
- Parent Volunteers

Priority 6: School Climate- **MET**

- PBIS (Positive Behavior Intervention System) and School Climate Training
  - Site Administration
  - Teachers
  - Staff

- mySAEBRS
- California Healthy Kids Survey
- Community Partnerships
  - South Bay Community
  - San Ysidro Health Center

Priority 7 Access to a Broad Course of Study MET

1. The locally selected measures or tools used to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

SYSD Measures to track the extend two which all students have access to, and are enrolled in, a broad course of study. 1. Common Core State Standards Matrices for English Language Arts/Math 2. Instructional Materials Scope and Sequence check for alignment with CCSS 3. Synergy, Student Information System course enrollment 4. SEIS System, Students IEPS as it pertains to course enrollment and educational setting placement 5. Classroom observations and walkthroughs.

2. A summary of the differences across school sites and student groups having access to, and are enrolled in, a broad course of study, and may include a description of progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

Using our SYSD Multi Tiered System of Support model, we are committed to make sure that all students have access to robust Tier 1 instruction. Students are placed in Tiers 2 and 3 based on present levels and are monitored regularly to ensure that all students have access to a broad course of study. English Language Learners who require designated ELD instruction in the middle school are precluded from having elective options until they are reclassified. In addition, some Students with Disabilities are placed in a more restrictive setting, based on IEP goals and present levels. Every effort is made to address: 1. Course Diversity--making sure that all students have access to all core subjects 2. College/Career Readiness All students are progressing in the areas of reading, problem-solving, critical thinking, and communication skills 3. Creation of Path to Meet State Graduation Requirements 4. Elective Course Options at both middle Schools 5. Alignment with State Standards as evidenced in the SYSD Standards Matrices 6. Career and Technical education exploration.

Priority 7 Access to a Broad Course of Study MET

3. Identification of any barriers preventing access to a broad course of study for all students.

SYSD strives to provide a solid Multi Tiered Instructional program which is based on student needs and present levels. Every effort is to make sure that the proportionality of the 3 Tiers is maintained. With funding and staff resources remaining constant, we anticipate being essentially no barriers preventing SYSD from providing access to providing access to a broad course of study for all students. The only barriers that could still be in place are ELL students who are not able to access elective course options in grade 7 and 8 as they require additional ELD support.

4. Revisions, decisions, or new actions that will be implemented, or has been implemented, to ensure access to a broad course of study for all students.

SYSD is making every effort to make sure that ELL students are able to reclassify as early as possible, preferably before entrance in grade 7 so that they have access to more elective course options. In the 2023-2024 school year, an implementation plan will be developed to expand our dual language immersion program to middle school with the goal of offering the Pathways to Biliteracy Seal on the promotion certificate. Our Root Cause Analysis and CIM process has provided the opportunity to restructure, refine, and expand inclusion models for Students with Disabilities. The middle schools will expand more opportunities for Career/Technical education. Expand Advancement via Individual Determination (AVID) and AVID Excel for grades 6-8.

Questions?

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 23/24-0047 EDUCATION PROTECTION ACCOUNT (EPA) FOR 2024-2025 SPENDING PLAN

BACKGROUND INFORMATION:
Proposition 55 amended Article XIII, Section 36 *(previously known as Proposition 30)* of the California Constitution effective November 8, 2016 which indicates that each school district, charter school, community college district, and county office of education must determine how monies received from the Education Protection Account (EPA) will be spent in its schools. It also requires the use of EPA funds to be determined by the governing board at an open public meeting. The goal of the EPA is to improve efficiency in current spending and obtain alternative sources of funding to support our educational programs.

The new revenues derived from Proposition 55 are deposited into a State account called Education Protection Account (EPA). Before June 30th of each year, the Chief Business Official will estimate the amount that will be transferred into the EPA. EPA revenue funds will be accounted for in Object Code 8012 and Resource Code 1400 and will be used for certificated teacher salary and benefits.

RECOMMENDATION:
Adopt Resolution No. 23/24-0047 to approve the Education Protection Account (EPA) spending plan for the 2024-25 fiscal year.

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	

REVENUE

(Amount)	(Name of funding source and/or location)
	Education Protection Account

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

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 23/24-0047

EDUCATION PROTECTION ACCOUNT (EPA) FUNDS

WHEREAS, the voters approved Proposition 55 on November 8, 2016;

WHEREAS, Proposition 55 amended Article XIII, Section 36 to the California Constitution effective November 8, 2016;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Chief Business Official shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of June 20, 2024;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Governing Board of the San Ysidro School District has determined to spend the monies received from the Education Protection Act for **2024-2025 fiscal year** as attached.

DATED: June 20, 2024

_____
Irene Lopez
Board Member - President

_____
Zenaida Rosario
Board Member – Vice President

_____
Antonio Martinez
Board Member - Clerk

_____
Rodolfo Lopez
Board Member

_____
Rosaleah Pallasigue
Board Member

Expenditure by Function-Detail

Projected Expenditures through June 30, 2025

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	784,812.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		784,812.00
EXPENDITURES AND OTHER FINANCING USES	**Function Codes**	
(Objects 1000-7999)		
Instruction	1000-1999	784,812.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		784,812.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

The EPA allocation will be used for certificated teacher salary and benefits.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: BUDGET ADOPTION FOR FISCAL YEAR 2024-25

BACKGROUND INFORMATION:
In accordance with the provisions of the Education Code Section 42103, each year, the District is required to adopt a budget for the next fiscal year. The budget must be reviewed during a public hearing, and the Board must consider any written comments received prior to the public hearing. The budget includes the budget assumptions, identifies the anticipated general fund revenues and expenditures, and the fund balances of other district funds and multi-year projections.

A Notice of Public Hearing was published on the San Diego Union Tribune on May 13, 2024 and the proposed budget was made available for public inspection from June 3, 2024 to June 6, 2024. A public hearing took place on June 6, 2024. The District is presenting the proposed 2024-25 Budget for approval/adoption.

RECOMMENDATION:
Approve/Adopt the District's Budget for fiscal year 2024-25.

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

San Ysidro School District EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

ADOPTED BUDGET 2024-2025

Regular Board Meeting
June 20, 2024

ANNUAL BUDGET REPORT:

July 1, 2024 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: SAN YSIDRO SCHOOL DISTRICT

Date: 06-03-24 THRU 06-05-24

Public Hearing:

Place: OCEAN VIEW ELEMENTARY SCHOOL

Date: 06-06-24

Time: 6:00PM

Adoption Date: JUNE 20, 2024

Signed:

Clerk/Secretary of the Governing Board

(Original signature required)

Contact person for additional information on the budget reports:

Name: MARILYN ADRIANZEN

Title: CHIEF BUSINESS OFFICIAL

Telephone: 619-428-4476

E-mail: marilyn.adrianzen@sysdschools.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Projected (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.	X	
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9a	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.		X

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X
SUPPLEMENTAL INFORMATION (continued)			**No**	**Yes**
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2023-24) annual payment?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-Insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation, employee health and welfare, or property and liability)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	06/20/2024	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			**No**	**Yes**
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?		X
ADDITIONAL FISCAL INDICATORS (continued)			**No**	**Yes**
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

_____ Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	$	
Less: Amount of total liabilities reserved in budget:	$	
Estimated accrued but unfunded liabilities:	$	0.00

X This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

_____ This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: JUNE 20, 2024

For additional information on this certification, please contact:

Name: MARILYN ADRIANZEN
Title: CHIEF BUSINESS OFFICIAL
Telephone: 619-428-4476
E-mail: marilyn.adrianzen@sysdschools.org

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals Unrestricted (A)	2023-24 Estimated Actuals Restricted (B)	2023-24 Estimated Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	57,395,789.00	233,940.00	57,629,729.00	56,362,755.00	297,113.00	56,659,868.00	-1.7%
2) Federal Revenue		8100-8299	100,000.00	7,237,713.74	7,337,713.74	100,000.00	2,755,080.30	2,855,080.30	-61.1%
3) Other State Revenue		8300-8599	829,798.00	10,744,862.00	11,574,660.00	834,195.00	15,379,086.00	16,213,281.00	40.1%
4) Other Local Revenue		8600-8799	767,276.00	3,402,759.68	4,170,035.68	350,000.00	2,584,525.00	2,934,525.00	-29.6%
5) TOTAL, REVENUES			59,092,863.00	21,619,275.42	80,712,138.42	57,646,950.00	21,015,804.30	78,662,754.30	-2.5%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	22,499,555.65	6,517,165.87	29,016,721.52	21,571,706.16	7,087,351.39	28,659,057.55	-1.2%
2) Classified Salaries		2000-2999	9,326,499.52	4,862,170.37	14,188,669.89	8,489,674.64	3,863,855.91	12,353,530.55	-12.9%
3) Employee Benefits		3000-3999	10,773,469.58	8,374,947.99	19,148,417.57	11,070,664.71	7,932,547.00	19,003,211.71	-0.8%
4) Books and Supplies		4000-4999	1,072,576.24	10,066,670.01	11,139,246.25	747,396.12	1,463,979.69	2,211,375.81	-80.1%
5) Services and Other Operating Expenditures		5000-5999	6,488,032.00	19,237,696.88	25,725,728.88	5,610,500.00	10,862,685.86	16,473,185.86	-36.0%
6) Capital Outlay		6000-6999	0.00	1,974,720.00	1,974,720.00	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	271,000.00	0.00	271,000.00	271,000.00	0.00	271,000.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,790,767.00)	1,588,821.00	(201,946.00)	(1,058,568.00)	699,418.00	(359,150.00)	77.8%
9) TOTAL, EXPENDITURES			48,640,365.99	52,622,192.12	101,262,558.11	46,702,373.63	31,909,837.85	78,612,211.48	-22.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			10,452,497.01	(31,002,916.70)	(20,550,419.69)	10,944,576.37	(10,894,033.55)	50,542.82	-100.2%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	29,126.00	0.00	29,126.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(10,550,998.76)	10,550,998.76	0.00	(11,183,706.53)	11,183,706.53	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(10,521,872.76)	10,550,998.76	29,126.00	(11,183,706.53)	11,183,706.53	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(69,375.75)	(20,451,917.94)	(20,521,293.69)	(239,130.16)	289,672.98	50,542.82	-100.2%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	3,522,680.03	25,252,714.14	28,775,394.17	3,453,304.28	4,800,796.20	8,254,100.48	-71.3%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
c) As of July 1 - Audited (F1a + F1b)			3,522,680.03	25,252,714.14	28,775,394.17	3,453,304.28	4,800,796.20	8,254,100.48	-71.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,522,680.03	25,252,714.14	28,775,394.17	3,453,304.28	4,800,796.20	8,254,100.48	-71.3%
2) Ending Balance, June 30 (E + F1e)			3,453,304.28	4,800,796.20	8,254,100.48	3,214,174.12	5,090,469.18	8,304,643.30	0.6%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	4,800,796.20	4,800,796.20	0.00	5,090,469.18	5,090,469.18	6.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	315,426.00	0.00	315,426.00	755,806.00	0.00	755,806.00	139.6%
16-17 ADA Overstatement Repayment	1100	9780	*315,190.00*		*315,190.00*			*0.00*	
16-17 ADA Overstatement Repayment	1100	9780			*0.00*	*755,570.00*		*755,570.00*	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	3,037,877.00	0.00	3,037,877.00	2,358,367.00	0.00	2,358,367.00	-22.4%
Unassigned/Unappropriated Amount		9790	1.28	0.00	1.28	1.12	0.00	1.12	-12.5%
G. ASSETS									
1) Cash									
a) In County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) In Banks		9120	0.00	0.00	0.00				
c) In Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals Unrestricted (A)	2023-24 Estimated Actuals Restricted (B)	2023-24 Estimated Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00	0.00	0.00				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	21,399,816.00	0.00	21,399,816.00	20,388,364.00	0.00	20,388,364.00	-4.7%
Education Protection Account State Aid - Current Year		8012	806,394.00	0.00	806,394.00	784,812.00	0.00	784,812.00	-2.7%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	150,721.00	0.00	150,721.00	150,721.00	0.00	150,721.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	31,276,550.00	0.00	31,276,550.00	31,276,550.00	0.00	31,276,550.00	0.0%
Unsecured Roll Taxes		8042	1,140,498.00	0.00	1,140,498.00	1,140,498.00	0.00	1,140,498.00	0.0%
Prior Years' Taxes		8043	(1,455.00)	0.00	(1,455.00)	(1,455.00)	0.00	(1,455.00)	0.0%
Supplemental Taxes		8044	889,973.00	0.00	889,973.00	889,973.00	0.00	889,973.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Education Revenue Augmentation Fund (ERAF)		8045	(44,741.00)	0.00	(44,741.00)	(44,741.00)	0.00	(44,741.00)	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,778,033.00	0.00	1,778,033.00	1,778,033.00	0.00	1,778,033.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			57,395,789.00	0.00	57,395,789.00	56,362,755.00	0.00	56,362,755.00	-1.8%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	233,940.00	233,940.00	0.00	297,113.00	297,113.00	27.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			57,395,789.00	233,940.00	57,629,729.00	56,362,755.00	297,113.00	56,659,868.00	-1.7%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	939,155.00	939,155.00	0.00	1,079,331.00	1,079,331.00	14.9%
Special Education Discretionary Grants		8182	0.00	94,487.00	94,487.00	0.00	114,658.00	114,658.00	21.3%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		2,823,020.00	2,823,020.00		1,238,765.00	1,238,765.00	-56.1%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		443,706.58	443,706.58		150,404.00	150,404.00	-66.1%
Title III, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%
Title III, English Learner Program	4203	8290		713,112.00	713,112.00		0.00	0.00	-100.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		387,846.51	387,846.51		171,922.30	171,922.30	-55.7%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	100,000.00	1,836,386.65	1,936,386.65	100,000.00	0.00	100,000.00	-94.8%
TOTAL, FEDERAL REVENUE			100,000.00	7,237,713.74	7,337,713.74	100,000.00	2,755,080.30	2,855,080.30	-61.1%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	146,282.00	0.00	146,282.00	148,109.00	0.00	148,109.00	1.2%
Lottery - Unrestricted and Instructional Materials		8560	683,516.00	272,093.00	955,609.00	686,086.00	279,086.00	965,172.00	1.0%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	10,472,769.00	10,472,769.00	0.00	15,100,000.00	15,100,000.00	44.2%
TOTAL, OTHER STATE REVENUE			829,798.00	10,744,862.00	11,574,660.00	834,195.00	15,379,086.00	16,213,281.00	40.1%
OTHER LOCAL REVENUE									

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	200,000.00	200,000.00	0.00	0.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	767,276.00	0.00	767,276.00	350,000.00	0.00	350,000.00	-54.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	368,540.68	368,540.68	0.00	0.00	0.00	-100.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		2,834,219.00	2,834,219.00		2,584,525.00	2,584,525.00	-8.8%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			767,276.00	3,402,759.68	4,170,035.68	350,000.00	2,584,525.00	2,934,525.00	-29.6%
TOTAL, REVENUES			59,092,863.00	21,619,275.42	80,712,138.42	57,646,950.00	21,015,804.30	78,662,754.30	-2.5%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	19,882,656.51	5,816,528.83	25,699,185.34	18,240,132.64	5,951,510.48	24,191,643.12	-5.9%
Certificated Pupil Support Salaries		1200	755,083.74	293,093.66	1,048,177.40	977,793.63	509,236.82	1,487,030.45	41.9%
Certificated Supervisors' and Administrators' Salaries		1300	1,861,815.40	407,543.38	2,269,358.78	2,353,779.89	626,604.09	2,980,383.98	31.3%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			22,499,555.65	6,517,165.87	29,016,721.52	21,571,706.16	7,087,351.39	28,659,057.55	-1.2%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,067,149.30	3,036,550.80	4,103,700.10	1,053,766.97	2,296,769.30	3,350,536.27	-18.4%
Classified Support Salaries		2200	3,242,849.38	1,031,124.89	4,273,974.27	3,220,294.44	911,346.08	4,131,640.52	-3.3%
Classified Supervisors' and Administrators' Salaries		2300	601,082.25	203,143.60	804,225.85	414,163.34	219,751.78	633,915.12	-21.2%
Clerical, Technical and Office Salaries		2400	3,107,857.72	326,132.38	3,433,990.10	2,879,721.55	435,988.75	3,315,710.30	-3.4%
Other Classified Salaries		2900	1,307,560.87	265,218.70	1,572,779.57	921,728.34	0.00	921,728.34	-41.4%
TOTAL, CLASSIFIED SALARIES			9,326,499.52	4,862,170.37	14,188,669.89	8,489,674.64	3,863,855.91	12,353,530.55	-12.9%
EMPLOYEE BENEFITS									
STRS		3101-3102	3,467,950.67	4,828,330.84	8,296,281.51	3,849,799.55	4,192,439.85	8,042,239.40	-3.1%
PERS		3201-3202	1,822,696.99	1,329,163.96	3,151,860.95	1,635,445.07	1,567,688.31	3,203,133.38	1.6%
OASDI/Medicare/Alternative		3301-3302	854,836.23	450,367.16	1,305,203.39	953,828.97	450,318.21	1,404,147.18	7.6%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Health and Welfare Benefits		3401-3402	3,160,125.00	1,521,660.00	4,681,785.00	3,432,750.00	1,435,775.00	4,868,525.00	4.0%
Unemployment Insurance		3501-3502	21,782.93	8,072.05	29,854.98	7,994.34	12,090.20	20,084.54	-32.7%
Workers' Compensation		3601-3602	761,998.55	237,353.98	999,352.53	740,846.78	274,235.43	1,015,082.21	1.6%
OPEB, Allocated		3701-3702	684,000.00	0.00	684,000.00	450,000.00	0.00	450,000.00	-34.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	79.21	0.00	79.21	0.00	0.00	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			10,773,469.58	8,374,947.99	19,148,417.57	11,070,664.71	7,932,547.00	19,003,211.71	-0.8%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	50,000.00	273,814.98	323,814.98	0.00	279,086.00	279,086.00	-13.8%
Books and Other Reference Materials		4200	0.00	200,000.00	200,000.00	0.00	0.00	0.00	-100.0%
Materials and Supplies		4300	960,576.24	9,542,933.74	10,503,509.98	722,396.12	1,184,893.69	1,907,289.81	-81.8%
Noncapitalized Equipment		4400	62,000.00	49,921.29	111,921.29	25,000.00	0.00	25,000.00	-77.7%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,072,576.24	10,066,670.01	11,139,246.25	747,396.12	1,463,979.69	2,211,375.81	-80.1%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	34,150.00	471,116.38	505,266.38	45,000.00	37,565.85	82,565.85	-83.7%
Dues and Memberships		5300	28,000.00	0.00	28,000.00	35,500.00	0.00	35,500.00	26.8%
Insurance		5400 - 5450	1,600,000.00	0.00	1,600,000.00	1,000,000.00	0.00	1,000,000.00	-37.5%
Operations and Housekeeping Services		5500	1,600,000.00	100,000.00	1,700,000.00	1,800,000.00	100,000.00	1,900,000.00	11.8%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	670,000.00	1,246,890.91	1,916,890.91	430,000.00	200,000.00	630,000.00	-67.1%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,445,882.00	17,419,689.59	19,865,571.59	2,180,000.00	10,525,120.01	12,705,120.01	-36.0%
Communications		5900	110,000.00	0.00	110,000.00	120,000.00	0.00	120,000.00	9.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			6,488,032.00	19,237,696.88	25,725,728.88	5,610,500.00	10,862,685.86	16,473,185.86	-36.0%
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	1,974,720.00	1,974,720.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals Unrestricted (A)	2023-24 Estimated Actuals Restricted (B)	2023-24 Estimated Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	1,974,720.00	1,974,720.00	0.00	0.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	271,000.00	0.00	271,000.00	271,000.00	0.00	271,000.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			271,000.00	0.00	271,000.00	271,000.00	0.00	271,000.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(1,588,821.00)	1,588,821.00	0.00	(699,418.00)	699,418.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals Unrestricted (A)	2023-24 Estimated Actuals Restricted (B)	2023-24 Estimated Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
Transfers of Indirect Costs - Interfund		7350	(201,946.00)	0.00	(201,946.00)	(359,150.00)	0.00	(359,150.00)	77.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,790,767.00)	1,588,821.00	(201,946.00)	(1,058,568.00)	699,418.00	(359,150.00)	77.8%
TOTAL, EXPENDITURES			48,640,365.99	52,622,192.12	101,262,558.11	46,702,373.63	31,909,837.85	78,612,211.48	-22.4%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	29,126.00	0.00	29,126.00	0.00	0.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			29,126.00	0.00	29,126.00	0.00	0.00	0.00	-100.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals Unrestricted (A)	2023-24 Estimated Actuals Restricted (B)	2023-24 Estimated Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(10,550,998.76)	10,550,998.76	0.00	(11,183,706.53)	11,183,706.53	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(10,550,998.76)	10,550,998.76	0.00	(11,183,706.53)	11,183,706.53	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			(10,521,872.76)	10,550,998.76	29,126.00	(11,183,706.53)	11,183,706.53	0.00	-100.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals Unrestricted (A)	2023-24 Estimated Actuals Restricted (B)	2023-24 Estimated Actuals Total Fund col. A + B (C)	2024-25 Budget Unrestricted (D)	2024-25 Budget Restricted (E)	2024-25 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	57,395,789.00	233,940.00	57,629,729.00	56,362,755.00	297,113.00	56,659,868.00	-1.7%
2) Federal Revenue		8100-8299	100,000.00	7,237,713.74	7,337,713.74	100,000.00	2,755,080.30	2,855,080.30	-61.1%
3) Other State Revenue		8300-8599	829,798.00	10,744,862.00	11,574,660.00	834,195.00	15,379,086.00	16,213,281.00	40.1%
4) Other Local Revenue		8600-8799	767,276.00	3,402,759.68	4,170,035.68	350,000.00	2,584,525.00	2,934,525.00	-29.6%
5) TOTAL, REVENUES			59,092,863.00	21,619,275.42	80,712,138.42	57,646,950.00	21,015,804.30	78,662,754.30	-2.5%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		28,670,169.02	42,616,119.43	71,286,288.45	26,447,558.15	26,846,269.45	53,293,827.60	-25.2%
2) Instruction - Related Services	2000-2999		4,582,132.57	1,075,563.71	5,657,696.28	4,946,253.70	958,343.58	5,904,597.28	4.4%
3) Pupil Services	3000-3999		4,291,428.22	982,976.37	5,274,404.59	4,688,454.56	1,005,666.35	5,694,120.91	8.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		6,523,288.64	1,626,783.54	8,150,072.18	6,026,876.52	733,717.26	6,760,593.78	-17.0%
8) Plant Services	8000-8999		4,302,347.54	6,320,749.07	10,623,096.61	4,322,230.70	2,365,841.21	6,688,071.91	-37.0%
9) Other Outgo	9000-9999	Except 7600-7699	271,000.00	0.00	271,000.00	271,000.00	0.00	271,000.00	0.0%
10) TOTAL, EXPENDITURES			48,640,365.99	52,622,192.12	101,262,558.11	46,702,373.63	31,909,837.85	78,612,211.48	-22.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			10,452,497.01	(31,002,916.70)	(20,550,419.69)	10,944,576.37	(10,894,033.55)	50,542.82	-100.2%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	29,126.00	0.00	29,126.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(10,550,998.76)	10,550,998.76	0.00	(11,183,706.53)	11,183,706.53	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(10,521,872.76)	10,550,998.76	29,126.00	(11,183,706.53)	11,183,706.53	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(69,375.75)	(20,451,917.94)	(20,521,293.69)	(239,130.16)	289,672.98	50,542.82	-100.2%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	3,522,680.03	25,252,714.14	28,775,394.17	3,453,304.28	4,800,796.20	8,254,100.48	-71.3%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals			2024-25 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,522,680.03	25,252,714.14	28,775,394.17	3,453,304.28	4,800,796.20	8,254,100.48	-71.3%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,522,680.03	25,252,714.14	28,775,394.17	3,453,304.28	4,800,796.20	8,254,100.48	-71.3%
2) Ending Balance, June 30 (E + F1e)			3,453,304.28	4,800,796.20	8,254,100.48	3,214,174.12	5,090,469.18	8,304,643.30	0.6%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	4,800,796.20	4,800,796.20	0.00	5,090,469.18	5,090,469.18	6.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	315,426.00	0.00	315,426.00	755,806.00	0.00	755,806.00	139.6%
16-17 ADA Overstatement Repayment	1100	9780	*315,190.00*		*315,190.00*			*0.00*	
16-17 ADA Overstatement Repayment	1100	9780			*0.00*	*755,570.00*		*755,570.00*	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	3,037,877.00	0.00	3,037,877.00	2,358,367.00	0.00	2,358,367.00	-22.4%
Unassigned/Unappropriated Amount		9790	1.28	0.00	1.28	1.12	0.00	1.12	-12.5%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
2600	Expanded Learning Opportunities Program	61,520.00	61,520.00
4035	ESSA: Title II, Part A, Supporting Effective Instruction	.58	.58
4127	ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants	.26	.26
4203	ESSA: Title III, English Learner Student Program	.37	.37
6331	CA Community Schools Partnership Act - Planning Grant	0.00	2,400,000.00
6546	Mental Health-Related Services	201,665.02	0.00
7435	Learning Recovery Emergency Block Grant	4,092,969.23	2,184,307.23
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	412,389.87	412,389.87
9010	Other Restricted Local	32,250.87	32,250.87
Total, Restricted Balance		4,800,796.20	5,090,469.18

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	400,000.00	400,000.00	0.0%
3) Other State Revenue		8300-8599	1,669,947.00	2,000,000.00	19.8%
4) Other Local Revenue		8600-8799	87,659.04	20,000.00	-77.2%
5) TOTAL, REVENUES			2,157,606.04	2,420,000.00	12.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	644,987.35	778,758.56	20.7%
2) Classified Salaries		2000-2999	482,611.58	745,389.39	54.4%
3) Employee Benefits		3000-3999	371,290.09	309,992.17	-16.5%
4) Books and Supplies		4000-4999	432,158.89	218,697.80	-49.4%
5) Services and Other Operating Expenditures		5000-5999	177,069.00	210,862.08	19.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	99,119.00	156,300.00	57.7%
9) TOTAL, EXPENDITURES			2,207,235.91	2,420,000.00	9.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(49,629.87)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(49,629.87)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	399,171.57	349,541.70	-12.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			399,171.57	349,541.70	-12.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			399,171.57	349,541.70	-12.4%
2) Ending Balance, June 30 (E + F1e)			349,541.70	349,541.70	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	349,541.70	349,541.70	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) In County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) In Banks		9120	0.00		
c) In Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	400,000.00	400,000.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			400,000.00	400,000.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,669,947.00	2,000,000.00	19.8%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,669,947.00	2,000,000.00	19.8%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	6,500.00	20,000.00	207.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	73,939.13	0.00	-100.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	7,219.91	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			87,659.04	20,000.00	-77.2%
TOTAL, REVENUES			2,157,606.04	2,420,000.00	12.2%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	476,785.56	626,382.11	31.4%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	168,201.79	152,376.45	-9.4%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			644,987.35	778,758.56	20.7%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	230,775.34	465,108.30	101.5%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Classified Support Salaries		2200	183,847.36	218,285.70	18.7%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	67,988.88	61,995.39	-8.8%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			482,611.58	745,389.39	54.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	117,167.44	61,821.33	-47.2%
PERS		3201-3202	60,593.52	88,265.83	45.7%
OASDI/Medicare/Alternative		3301-3302	34,715.46	42,674.55	22.9%
Health and Welfare Benefits		3401-3402	130,200.00	92,000.00	-29.3%
Unemployment Insurance		3501-3502	1,047.94	487.08	-53.5%
Workers' Compensation		3601-3602	27,565.73	24,743.38	-10.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			371,290.09	309,992.17	-16.5%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	432,158.89	218,697.80	-49.4%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			432,158.89	218,697.80	-49.4%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	177,069.00	210,862.08	19.1%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			177,069.00	210,862.08	19.1%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	99,119.00	156,300.00	57.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			99,119.00	156,300.00	57.7%
TOTAL, EXPENDITURES			2,207,235.91	2,420,000.00	9.6%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	400,000.00	400,000.00	0.0%
3) Other State Revenue		8300-8599	1,669,947.00	2,000,000.00	19.8%
4) Other Local Revenue		8600-8799	87,659.04	20,000.00	-77.2%
5) TOTAL, REVENUES			2,157,606.04	2,420,000.00	12.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,537,761.29	1,662,656.64	8.1%
2) Instruction - Related Services	2000-2999		321,334.30	284,714.81	-11.4%
3) Pupil Services	3000-3999		165,492.42	216,382.30	30.8%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		99,119.00	156,300.00	57.7%
8) Plant Services	8000-8999		83,528.90	99,946.25	19.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,207,235.91	2,420,000.00	9.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(49,629.87)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(49,629.87)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	399,171.57	349,541.70	-12.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			399,171.57	349,541.70	-12.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			399,171.57	349,541.70	-12.4%
2) Ending Balance, June 30 (E + F1e)			349,541.70	349,541.70	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	349,541.70	349,541.70	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
5058	Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	84,341.25	84,341.25
5059	Child Development: ARP California State Preschool Program One-time Stipend	.17	.17
6130	Child Development: Center-Based Reserve Account	217,238.12	217,238.12
9010	Other Restricted Local	47,962.16	47,962.16
Total, Restricted Balance		349,541.70	349,541.70

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,643,928.28	2,435,000.00	-7.9%
3) Other State Revenue		8300-8599	1,513,057.38	1,150,000.00	-24.0%
4) Other Local Revenue		8600-8799	20,000.00	46,000.00	130.0%
5) TOTAL, REVENUES			4,176,985.66	3,631,000.00	-13.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	60,407.54	New
2) Classified Salaries		2000-2999	1,247,949.60	1,138,258.13	-8.8%
3) Employee Benefits		3000-3999	521,001.07	696,435.43	33.7%
4) Books and Supplies		4000-4999	2,117,651.33	1,725,000.00	-18.5%
5) Services and Other Operating Expenditures		5000-5999	44,791.00	45,000.00	0.5%
6) Capital Outlay		6000-6999	311,023.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	102,827.00	202,850.00	97.3%
9) TOTAL, EXPENDITURES			4,345,243.00	3,867,951.10	-11.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(168,257.34)	(236,951.10)	40.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(168,257.34)	(236,951.10)	40.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,107,796.90	1,918,932.56	73.2%
b) Audit Adjustments		9793	979,393.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			2,087,189.90	1,918,932.56	-8.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,087,189.90	1,918,932.56	-8.1%
2) Ending Balance, June 30 (E + F1e)			1,918,932.56	1,681,981.46	-12.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,918,932.56	1,681,981.46	-12.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) In County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) In Banks		9120	0.00		
c) In Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Child Nutrition Programs		8220	2,643,928.28	2,435,000.00	-7.9%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			2,643,928.28	2,435,000.00	-7.9%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	1,513,057.38	1,150,000.00	-24.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,513,057.38	1,150,000.00	-24.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	1,000.00	New
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	20,000.00	45,000.00	125.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			20,000.00	46,000.00	130.0%
TOTAL, REVENUES			4,176,985.66	3,631,000.00	-13.1%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	60,407.54	New
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	60,407.54	New
CLASSIFIED SALARIES					
Classified Support Salaries		2200	1,176,830.33	939,265.47	-20.2%
Classified Supervisors' and Administrators' Salaries		2300	0.00	142,150.79	New
Clerical, Technical and Office Salaries		2400	71,119.27	56,841.87	-20.1%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,247,949.60	1,138,258.13	-8.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	11,537.84	New
PERS		3201-3202	220,451.70	313,047.59	42.0%
OASDI/Medicare/Alternative		3301-3302	69,415.02	98,731.69	42.2%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Health and Welfare Benefits		3401-3402	205,750.00	241,500.00	17.4%
Unemployment Insurance		3501-3502	1,463.98	569.16	-61.1%
Workers' Compensation		3601-3602	23,920.37	31,049.15	29.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			521,001.07	696,435.43	33.7%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	276,324.33	0.00	-100.0%
Noncapitalized Equipment		4400	10,000.00	0.00	-100.0%
Food		4700	1,831,327.00	1,725,000.00	-5.8%
TOTAL, BOOKS AND SUPPLIES			2,117,651.33	1,725,000.00	-18.5%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	11,184.00	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	33,607.00	20,000.00	-40.5%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	25,000.00	New
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			44,791.00	45,000.00	0.5%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	311,023.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			311,023.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	102,827.00	202,850.00	97.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			102,827.00	202,850.00	97.3%
TOTAL, EXPENDITURES			4,345,243.00	3,867,951.10	-11.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,643,928.28	2,435,000.00	-7.9%
3) Other State Revenue		8300-8599	1,513,057.38	1,150,000.00	-24.0%
4) Other Local Revenue		8600-8799	20,000.00	46,000.00	130.0%
5) TOTAL, REVENUES			4,176,985.66	3,631,000.00	-13.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		4,242,416.00	3,665,101.10	-13.6%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		102,827.00	202,850.00	97.3%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,345,243.00	3,867,951.10	-11.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(168,257.34)	(236,951.10)	40.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(168,257.34)	(236,951.10)	40.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,107,796.90	1,918,932.56	73.2%
b) Audit Adjustments		9793	979,393.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			2,087,189.90	1,918,932.56	-8.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,087,189.90	1,918,932.56	-8.1%
2) Ending Balance, June 30 (E + F1e)			1,918,932.56	1,681,981.46	-12.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,918,932.56	1,681,981.46	-12.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	979,393.00	742,441.90
5316	Child Nutrition: COVID CARES Act Supplemental Meal Reimbursement	7,834.50	7,834.50
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	201,797.58	201,797.58
5465	Child Nutrition: SNP COVID-19 Emergency Operational Costs Reimbursement (ECR)	32,476.75	32,476.75
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	228,521.01	228,521.01
5810	Other Restricted Federal	3,063.00	3,063.00
7027	Child Nutrition: COVID State Supplemental Meal Reimbursement	312,419.73	312,419.73
7033	Child Nutrition: School Food Best Practices Apportionment	141,537.00	141,537.00
9010	Other Restricted Local	11,889.99	11,889.99
Total, Restricted Balance		1,918,932.56	1,681,981.46

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	250,000.00	700,000.00	180.0%
5) TOTAL, REVENUES			250,000.00	700,000.00	180.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	69,890.00	New
3) Employee Benefits		3000-3999	0.00	34,413.94	New
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	50,000.00	0.00	-100.0%
6) Capital Outlay		6000-6999	5,656,300.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,706,300.00	104,303.94	-98.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(5,456,300.00)	595,696.06	-110.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	44,400,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			44,400,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			38,943,700.00	595,696.06	-98.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,931,254.27	55,874,954.27	230.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,931,254.27	55,874,954.27	230.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,931,254.27	55,874,954.27	230.0%
2) Ending Balance, June 30 (E + F1e)			55,874,954.27	56,470,650.33	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	55,874,954.27	56,470,650.33	1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) In County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) In Banks		9120	0.00		
c) In Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	250,000.00	700,000.00	180.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			250,000.00	700,000.00	180.0%
TOTAL, REVENUES			250,000.00	700,000.00	180.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	69,890.00	New
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	69,890.00	New
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	18,057.20	New
OASDI/Medicare/Alternative		3301-3302	0.00	5,346.60	New
Health and Welfare Benefits		3401-3402	0.00	9,200.00	New
Unemployment Insurance		3501-3502	0.00	34.94	New
Workers' Compensation		3601-3602	0.00	1,775.20	New
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	34,413.94	New
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	50,000.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			50,000.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	5,652,200.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	4,100.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			5,656,300.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			5,706,300.00	104,303.94	-98.2%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Proceeds					
Proceeds from Sale of Bonds		8951	44,400,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			44,400,000.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			44,400,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	250,000.00	700,000.00	180.0%
5) TOTAL, REVENUES			250,000.00	700,000.00	180.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		5,706,300.00	104,303.94	-98.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			5,706,300.00	104,303.94	-98.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			(5,456,300.00)	595,696.06	-110.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	44,400,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			44,400,000.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			38,943,700.00	595,696.06	-98.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,931,254.27	55,874,954.27	230.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,931,254.27	55,874,954.27	230.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,931,254.27	55,874,954.27	230.0%
2) Ending Balance, June 30 (E + F1e)			55,874,954.27	56,470,650.33	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	55,874,954.27	56,470,650.33	1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
9010	Other Restricted Local	55,874,954.27	56,470,650.33
Total, Restricted Balance		55,874,954.27	56,470,650.33

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	55,000.00	100,000.00	81.8%
5) TOTAL, REVENUES			55,000.00	100,000.00	81.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			55,000.00	100,000.00	81.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	29,126.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(29,126.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			25,874.00	100,000.00	286.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,223,045.06	7,248,919.06	0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,223,045.06	7,248,919.06	0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,223,045.06	7,248,919.06	0.4%
2) Ending Balance, June 30 (E + F1e)			7,248,919.06	7,348,919.06	1.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	7,248,919.06	7,348,919.06	1.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) In County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) In Banks		9120	0.00		
c) In Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	55,000.00	100,000.00	81.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			55,000.00	100,000.00	81.8%
TOTAL, REVENUES			55,000.00	100,000.00	81.8%
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	29,126.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			29,126.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(29,126.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	55,000.00	100,000.00	81.8%
5) TOTAL, REVENUES			55,000.00	100,000.00	81.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			55,000.00	100,000.00	81.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	29,126.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(29,126.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			25,874.00	100,000.00	286.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,223,045.06	7,248,919.06	0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,223,045.06	7,248,919.06	0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,223,045.06	7,248,919.06	0.4%
2) Ending Balance, June 30 (E + F1e)			7,248,919.06	7,348,919.06	1.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	7,248,919.06	7,348,919.06	1.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
9010	Other Restricted Local	7,248,919.06	7,348,919.06
Total, Restricted Balance		7,248,919.06	7,348,919.06

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,966,992.00	4,524,500.00	14.1%
5) TOTAL, REVENUES			3,966,992.00	4,524,500.00	14.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,540,000.00	4,400,000.00	24.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,540,000.00	4,400,000.00	24.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			426,992.00	124,500.00	-70.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			426,992.00	124,500.00	-70.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,074,804.15	5,501,796.15	8.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,074,804.15	5,501,796.15	8.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,074,804.15	5,501,796.15	8.4%
2) Ending Balance, June 30 (E + F1e)			5,501,796.15	5,626,296.15	2.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,501,796.15	5,626,296.15	2.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) In County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) In Banks		9120	0.00		
c) In Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	3,957,992.00	4,500,000.00	13.7%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	9,000.00	24,500.00	172.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,966,992.00	4,524,500.00	14.1%
TOTAL, REVENUES			3,966,992.00	4,524,500.00	14.1%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	1,940,000.00	1,700,000.00	-12.4%
Other Debt Service - Principal		7439	1,600,000.00	2,700,000.00	68.8%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,540,000.00	4,400,000.00	24.3%
TOTAL, EXPENDITURES			3,540,000.00	4,400,000.00	24.3%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2023-24 Estimated Actuals	2024-25 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,966,992.00	4,524,500.00	14.1%
5) TOTAL, REVENUES			3,966,992.00	4,524,500.00	14.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	3,540,000.00	4,400,000.00	24.3%
10) TOTAL, EXPENDITURES			3,540,000.00	4,400,000.00	24.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 -B10)			426,992.00	124,500.00	-70.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			426,992.00	124,500.00	-70.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,074,804.15	5,501,796.15	8.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,074,804.15	5,501,796.15	8.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,074,804.15	5,501,796.15	8.4%
2) Ending Balance, June 30 (E + F1e)			5,501,796.15	5,626,296.15	2.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,501,796.15	5,626,296.15	2.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2023-24 Estimated Actuals	2024-25 Budget
9010	Other Restricted Local	5,501,796.15	5,626,296.15
Total, Restricted Balance		5,501,796.15	5,626,296.15

Description	2023-24 Estimated Actuals			2024-25 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	3,876.19	3,876.19	4,022.85	3,798.67	3,798.67	3,915.12
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	3,876.19	3,876.19	4,022.85	3,798.67	3,798.67	3,915.12
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	3,876.19	3,876.19	4,022.85	3,798.67	3,798.67	3,915.12
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2023-24 Estimated Actuals			2024-25 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools	9.12	9.12	9.12	8.94	8.94	8.94
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	9.12	9.12	9.12	8.94	8.94	8.94
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	9.12	9.12	9.12	8.94	8.94	8.94
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2023-24 Estimated Actuals			2024-25 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	56,362,755.00	1.10%	56,984,505.00	1.89%	58,062,231.00
2. Federal Revenues	8100-8299	100,000.00	0.00%	100,000.00	0.00%	100,000.00
3. Other State Revenues	8300-8599	834,195.00	-3.26%	807,025.00	-1.63%	793,847.00
4. Other Local Revenues	8600-8799	350,000.00	0.00%	350,000.00	0.00%	350,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(11,183,706.53)	2.68%	(11,483,707.00)	2.61%	(11,783,707.00)
6. Total (Sum lines A1 thru A5c)		46,463,243.47	0.63%	46,757,823.00	1.64%	47,522,371.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				21,571,706.16		21,918,858.06
b. Step & Column Adjustment				431,434.00		438,377.16
c. Cost-of-Living Adjustment						
d. Other Adjustments				(84,282.10)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	21,571,706.16	1.61%	21,918,858.06	2.00%	22,357,235.22
2. Classified Salaries						
a. Base Salaries				8,489,674.64		8,744,365.00
b. Step & Column Adjustment				169,793.49		174,887.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				84,896.87		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,489,674.64	3.00%	8,744,365.00	2.00%	8,919,252.00
3. Employee Benefits	3000-3999	11,070,664.71	3.16%	11,420,225.00	2.17%	11,667,991.00
4. Books and Supplies	4000-4999	747,396.12	-25.90%	553,822.00	0.87%	558,641.00
5. Services and Other Operating Expenditures	5000-5999	5,610,500.00	-4.27%	5,370,960.00	2.87%	5,525,107.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	271,000.00	0.00%	271,000.00	0.00%	271,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,058,568.00)	2.86%	(1,088,843.00)	2.87%	(1,120,093.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		46,702,373.63	1.04%	47,190,387.06	2.10%	48,179,133.22

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(239,130.16)		(432,564.06)		(656,762.22)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		3,453,304.28		3,214,174.12		2,781,610.06
2. Ending Fund Balance (Sum lines C and D1)		3,214,174.12		2,781,610.06		2,124,847.84
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	100,000.00		100,000.00		100,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	755,806.00		274,024.00		
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	2,358,367.00		2,407,586.00		2,458,679.00
2. Unassigned/Unappropriated	9790	1.12		.06		(433,831.16)
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		3,214,174.12		2,781,610.06		2,124,847.84
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	2,358,367.00		2,407,586.00		2,458,679.00
c. Unassigned/Unappropriated	9790	1.12		.06		(433,831.16)
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		2,358,368.12		2,407,586.06		2,024,847.84

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

The adjustment is due to the shift in funding for teachers salary (3.8%) to the Learning Recovery Block Grant for MTSS. CSEA salary increase of 2% effective January 1, 2025.

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	297,113.00	0.00%	297,113.00	0.00%	297,113.00
2. Federal Revenues	8100-8299	2,755,080.30	0.00%	2,755,080.00	0.00%	2,755,080.00
3. Other State Revenues	8300-8599	15,379,086.00	-0.07%	15,368,034.00	-0.03%	15,362,673.00
4. Other Local Revenues	8600-8799	2,584,525.00	0.00%	2,584,525.00	0.00%	2,584,525.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	11,183,706.53	2.68%	11,483,707.00	2.61%	11,783,707.00
6. Total (Sum lines A1 thru A5c)		32,199,510.83	0.90%	32,488,459.00	0.91%	32,783,098.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				7,087,351.39		7,299,972.00
b. Step & Column Adjustment				141,747.00		145,999.44
c. Cost-of-Living Adjustment						
d. Other Adjustments				70,873.61		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	7,087,351.39	3.00%	7,299,972.00	2.00%	7,445,971.44
2. Classified Salaries						
a. Base Salaries				3,863,855.91		3,979,772.00
b. Step & Column Adjustment				79,595.44		79,595.44
c. Cost-of-Living Adjustment						
d. Other Adjustments				36,320.65		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	3,863,855.91	3.00%	3,979,772.00	2.00%	4,059,367.44
3. Employee Benefits	3000-3999	7,932,547.00	1.02%	8,013,356.00	1.54%	8,136,500.00
4. Books and Supplies	4000-4999	1,463,979.69	0.86%	1,476,567.00	0.87%	1,489,415.00
5. Services and Other Operating Expenditures	5000-5999	10,862,685.86	6.54%	11,573,359.00	2.87%	11,905,514.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	699,418.00	2.86%	719,421.00	2.87%	740,069.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		31,909,837.85	3.61%	33,062,447.00	2.16%	33,776,836.88
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		289,672.98		(573,988.00)		(993,738.88)

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		4,800,796.20		5,090,469.18		4,516,481.18
2. Ending Fund Balance (Sum lines C and D1)		5,090,469.18		4,516,481.18		3,522,742.30
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	5,090,469.18		4,516,481.18		3,522,742.30
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		5,090,469.18		4,516,481.18		3,522,742.30
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

CSEA salary increase of 2% effective January 1, 2025.

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	56,659,868.00	1.10%	57,281,618.00	1.88%	58,359,344.00
2. Federal Revenues	8100-8299	2,855,080.30	0.00%	2,855,080.00	0.00%	2,855,080.00
3. Other State Revenues	8300-8599	16,213,281.00	-0.24%	16,175,059.00	-0.11%	16,156,520.00
4. Other Local Revenues	8600-8799	2,934,525.00	0.00%	2,934,525.00	0.00%	2,934,525.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		78,662,754.30	0.74%	79,246,282.00	1.34%	80,305,469.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				28,659,057.55		29,218,830.06
b. Step & Column Adjustment				573,181.00		584,376.60
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(13,408.49)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	28,659,057.55	1.95%	29,218,830.06	2.00%	29,803,206.66
2. Classified Salaries						
a. Base Salaries				12,353,530.55		12,724,137.00
b. Step & Column Adjustment				249,388.93		254,482.44
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				121,217.52		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	12,353,530.55	3.00%	12,724,137.00	2.00%	12,978,619.44
3. Employee Benefits	3000-3999	19,003,211.71	2.26%	19,433,581.00	1.91%	19,804,491.00
4. Books and Supplies	4000-4999	2,211,375.81	-8.18%	2,030,389.00	0.87%	2,048,056.00
5. Services and Other Operating Expenditures	5000-5999	16,473,185.86	2.86%	16,944,319.00	2.87%	17,430,621.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	271,000.00	0.00%	271,000.00	0.00%	271,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(359,150.00)	2.86%	(369,422.00)	2.87%	(380,024.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		78,612,211.48	2.09%	80,252,834.06	2.12%	81,955,970.10
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		50,542.82		(1,006,552.06)		(1,650,501.10)

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		8,254,100.48		8,304,643.30		7,298,091.24
2. Ending Fund Balance (Sum lines C and D1)		8,304,643.30		7,298,091.24		5,647,590.14
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	100,000.00		100,000.00		100,000.00
b. Restricted	9740	5,090,469.18		4,516,481.18		3,522,742.30
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	755,806.00		274,024.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	2,358,367.00		2,407,586.00		2,458,679.00
2. Unassigned/Unappropriated	9790	1.12		.06		(433,831.16)
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		8,304,643.30		7,298,091.24		5,647,590.14
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	2,358,367.00		2,407,586.00		2,458,679.00
c. Unassigned/Unappropriated	9790	1.12		.06		(433,831.16)
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		2,358,368.12		2,407,586.06		2,024,847.84
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.00%		3.00%		2.47%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					

Description	Object Codes	2024-25 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2025-26 Projection (C)	% Change (Cols. E-C/C) (D)	2026-27 Projection (E)
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		3,798.67		3,722.69		3,648.24
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		78,612,211.48		80,252,834.06		81,955,970.10
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		78,612,211.48		80,252,834.06		81,955,970.10
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3.00%		3.00%		3.00%
e. Reserve Standard - By Percent (Line F3c times F3d)		2,358,366.34		2,407,585.02		2,458,679.10
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		2,358,366.34		2,407,585.02		2,458,679.10
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		NO

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Projected funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):	3,798.67
District's ADA Standard Percentage Level:	1.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2021-22)				
District Regular	4,212	4,196		
Charter School				
Total ADA	4,212	4,196	0.4%	Met
Second Prior Year (2022-23)				
District Regular	4,093	4,132		
Charter School				
Total ADA	4,093	4,132	N/A	Met
First Prior Year (2023-24)				
District Regular	4,021	4,023		
Charter School		0		
Total ADA	4,021	4,023	N/A	Met
Budget Year (2024-25)				
District Regular	3,915			
Charter School	0			
Total ADA	3,915			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4): 3,798.7

District's Enrollment Standard Percentage Level: 1.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CALPADS Actual column for the First Prior Year; all other data are extracted or calculated. CALPADS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment Budget	Enrollment CALPADS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2021-22)				
District Regular	4,322	4,264		
Charter School				
Total Enrollment	4,322	4,264	1.3%	Not Met
Second Prior Year (2022-23)				
District Regular	4,197	4,260		
Charter School				
Total Enrollment	4,197	4,260	N/A	Met
First Prior Year (2023-24)				
District Regular	4,175	4,203		
Charter School				
Total Enrollment	4,175	4,203	N/A	Met
Budget Year (2024-25)				
District Regular	4,119			
Charter School				
Total Enrollment	4,119			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation: (required if NOT met): The decline in enrollment is due to the impacts of COVID 19.

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation: (required if NOT met):

3. **CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CALPADS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2021-22)			
District Regular	3,844	4,264	
Charter School		0	
Total ADA/Enrollment	**3,844**	**4,264**	**90.2%**
Second Prior Year (2022-23)			
District Regular	3,865	4,260	
Charter School	0		
Total ADA/Enrollment	**3,865**	**4,260**	**90.7%**
First Prior Year (2023-24)			
District Regular	3,876	4,203	
Charter School			
Total ADA/Enrollment	**3,876**	**4,203**	**92.2%**
		Historical Average Ratio:	91.0%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**91.5%**

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2024-25)				
District Regular	3,799	4,119		
Charter School	0			
Total ADA/Enrollment	**3,799**	**4,119**	**92.2%**	**Not Met**
1st Subsequent Year (2025-26)				
District Regular	3,723	4,037		
Charter School				
Total ADA/Enrollment	**3,723**	**4,037**	**92.2%**	**Not Met**
2nd Subsequent Year (2026-27)				
District Regular	3,648	3,956		
Charter School				
Total ADA/Enrollment	**3,648**	**3,956**	**92.2%**	**Not Met**

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio is above the standard for one or more of the budget or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

The district's historical average ratio is about 94%. COVID-19 has caused in decline in the ADA % which has also caused a decline in the historical average ratio. We anticipate a slight increase in ADA moving forward.

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's cost-of-living adjustment (COLA), plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's COLA, plus or minus one percent.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Projected LCFF Revenue

		Prior Year (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Step 1 - Change in Population					
a.	ADA (Funded) (Form A, lines A6 and C4)	4,022.85	3,915.12	3,856.00	3,808.00
b.	Prior Year ADA (Funded)		4,022.85	3,915.12	3,856.00
c.	Difference (Step 1a minus Step 1b)		(107.73)	(59.12)	(48.00)
d.	Percent Change Due to Population (Step 1c divided by Step 1b)		(2.68%)	(1.51%)	(1.24%)
Step 2 - Change in Funding Level					
a.	Prior Year LCFF Funding				
b1.	COLA percentage				
b2.	COLA amount (proxy for purposes of this criterion)		0.00	0.00	0.00
c.	Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		0.00%	0.00%	0.00%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)			(2.68%)	(1.51%)	(1.24%)
	LCFF Revenue Standard (Step 3, plus/minus 1%):		-3.68% to -1.68%	-2.51% to -0.51%	-2.24% to -0.24%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	35,189,579.00	35,189,579.00	35,189,579.00	35,189,579.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	57,395,789.00	56,362,755.00	56,984,505.00	58,062,231.00
District's Projected Change in LCFF Revenue:		(1.80%)	1.10%	1.89%
LCFF Revenue Standard		-3.68% to -1.68%	-2.51% to -0.51%	-2.24% to -0.24%
Status:		Not Met	Not Met	Not Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

LCFF funded COLA rates: 1.07% (24-25), 2.93% (25-26), 3.08% (26-27)

5. **CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2021-22)	34,926,169.22	39,890,908.36	87.6%
Second Prior Year (2022-23)	42,210,977.62	49,070,257.96	86.0%
First Prior Year (2023-24)	42,599,524.75	48,640,365.99	87.6%
		Historical Average Ratio:	87.1%

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	84.1% to 90.1%	84.1% to 90.1%	84.1% to 90.1%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Budget Year (2024-25)	41,132,045.51	46,702,373.63	88.1%	Met
1st Subsequent Year (2025-26)	42,083,448.06	47,190,387.06	89.2%	Met
2nd Subsequent Year (2026-27)	42,944,478.22	48,179,133.22	89.1%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. **CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	(2.68%)	(1.51%)	(1.24%)
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	**-12.68% to 7.32%**	**-11.51% to 8.49%**	**-11.24% to 8.76%**
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-7.68% to 2.32%	-6.51% to 3.49%	-6.24% to 3.76%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2023-24)	7,337,713.74		
Budget Year (2024-25)	2,855,080.30	(61.09%)	Yes
1st Subsequent Year (2025-26)	2,855,080.00	0.00%	No
2nd Subsequent Year (2026-27)	2,855,080.00	0.00%	No

Explanation: (required if Yes) The 24-25 Budget does not include carryover budgets.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2023-24)	11,574,660.00		
Budget Year (2024-25)	16,213,281.00	40.08%	Yes
1st Subsequent Year (2025-26)	16,175,059.00	(.24%)	No
2nd Subsequent Year (2026-27)	16,156,520.00	(.11%)	No

Explanation: (required if Yes) State Revenue budget includes the Community Schools Grant in the amount of $5.7 million.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2023-24)	4,170,035.68		
Budget Year (2024-25)	2,934,525.00	(29.63%)	Yes
1st Subsequent Year (2025-26)	2,934,525.00	0.00%	No
2nd Subsequent Year (2026-27)	2,934,525.00	0.00%	No

Explanation: (required if Yes) The 24-25 Budget does not include carryover budgets.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2023-24)	11,139,246.25		
Budget Year (2024-25)	2,211,375.81	(80.15%)	Yes
1st Subsequent Year (2025-26)	2,030,389.00	(8.18%)	Yes
2nd Subsequent Year (2026-27)	2,048,056.00	.87%	No

Explanation: (required if Yes)
The 24-25 Budget does not include carryover budgets.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2023-24)	25,725,728.88		
Budget Year (2024-25)	16,473,185.86	(35.97%)	Yes
1st Subsequent Year (2025-26)	16,944,319.00	2.86%	No
2nd Subsequent Year (2026-27)	17,430,621.00	2.87%	No

Explanation: (required if Yes)
The 24-25 Budget does not include carryover budgets.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Total Federal, Other State, and Other Local Revenue (Criterion 6B)

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
First Prior Year (2023-24)	23,082,409.42		
Budget Year (2024-25)	22,002,888.30	(4.68%)	Met
1st Subsequent Year (2025-26)	21,964,664.00	(.17%)	Met
2nd Subsequent Year (2026-27)	21,946,125.00	(.08%)	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)

First Prior Year (2023-24)	36,864,975.13		
Budget Year (2024-25)	18,684,561.67	(49.32%)	Not Met
1st Subsequent Year (2025-26)	18,974,708.00	1.55%	Met
2nd Subsequent Year (2026-27)	19,478,677.00	2.66%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

1a. STANDARD MET - Projected total operating revenues have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation: Federal Revenue (linked from 6B if NOT met)

Explanation: Other State Revenue (linked from 6B if NOT met)

Explanation: Other Local Revenue (linked from 6B if NOT met)

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Books and Supplies (linked from 6B if NOT met)	The 24-25 Budget does not include carryover budgets.
Explanation: Services and Other Exps (linked from 6B if NOT met)	The 24-25 Budget does not include carryover budgets.

7. **CRITERION: Facilities Maintenance**

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exlude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? **No**

   b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223) **0.00**

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690)	75,612,211.48			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)	0.00			
		3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution[1] to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	75,612,211.48	2,268,366.34	2,400,140.47	Met

[1] Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- [ ] Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- [ ] Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- [ ] Other (explanation must be provided)

Explanation: (required if NOT met and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

		Third Prior Year (2021-22)	Second Prior Year (2022-23)	First Prior Year (2023-24)
1.	District's Available Reserve Amounts (resources 0000-1999)			
	a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
	b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	2,063,543.00	2,485,322.00	3,037,877.00
	c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	1.02	1.03	1.28
	d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
	e. Available Reserves (Lines 1a through 1d)	2,063,544.02	2,485,323.03	3,037,878.28
2.	Expenditures and Other Financing Uses			
	a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	68,784,765.52	82,844,077.47	101,262,558.11
	b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
	c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	68,784,765.52	82,844,077.47	101,262,558.11
3.	District's Available Reserve Percentage (Line 1e divided by Line 2c)	3.0%	3.0%	3.0%
	District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	1.0%	1.0%	1.0%

[1]Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2]A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2021-22)	1,307,302.30	39,890,908.36	N/A	Met
Second Prior Year (2022-23)	(1,582,993.08)	49,070,257.96	3.2%	Not Met
First Prior Year (2023-24)	(69,375.75)	48,640,365.99	.1%	Met
Budget Year (2024-25) (Information only)	(239,130.16)	46,702,373.63		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

The deficit spending in 22-23 is due to the increases in salary and benefits. 6% beginning 07-01-22; 0.5% beginning 01-01-23; plus $500 for H&W.

9. **CRITERION: Fund and Cash Balances**

A. Fund Balance STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level [1]	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 250,000
0.3%	250,001 and over

[1] Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):	3,799
District's Fund Balance Standard Percentage Level:	1.0%

9A-1. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance [2] (Form 01, Line F1e, Unrestricted Column) Original Budget	Estimated/Unaudited Actuals	Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
Third Prior Year (2021-22)	2,938,136.90	3,798,370.81	N/A	Met
Second Prior Year (2022-23)	3,966,443.80	5,105,673.11	N/A	Met
First Prior Year (2023-24)	3,146,340.05	3,522,680.03	N/A	Met
Budget Year (2024-25) (Information only)	3,453,304.28			

[2] Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9A-2. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

B. Cash Balance Standard: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1: Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2024-25)	12,029,925.00	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves[1] for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or $87,000 (greater of)	0 to 300
4% or $87,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 250,000
1%	250,001 and over

[1] Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

[3] A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	3,799	3,723	3,648
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1. If Yes, enter data for item 2a. If No, enter data for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? — No

2. If you are the SELPA AU and are excluding special education pass-through funds:

   a. Enter the name(s) of the SELPA(s):

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1.	Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	78,612,211.48	80,252,834.06	81,955,970.10
2.	Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3.	Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	78,612,211.48	80,252,834.06	81,955,970.10
4.	Reserve Standard Percentage Level	3%	3%	3%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	2,358,366.34	2,407,585.02	2,458,679.10
6.	Reserve Standard - by Amount			

	($87,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	**District's Reserve Standard**			
	(Greater of Line B5 or Line B6)	**2,358,366.34**	**2,407,585.02**	**2,458,679.10**

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1.	General Fund - Stabilization Arrangements			
	(Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2.	General Fund - Reserve for Economic Uncertainties			
	(Fund 01, Object 9789) (Form MYP, Line E1b)	2,358,367.00	2,407,586.00	2,458,679.00
3.	General Fund - Unassigned/Unappropriated Amount			
	(Fund 01, Object 9790) (Form MYP, Line E1c)	1.12	.06	(433,831.16)
4.	General Fund - Negative Ending Balances in Restricted Resources			
	(Fund 01, Object 979Z, if negative, for each of resources 2000-9999)			
	(Form MYP, Line E1d)	0.00	0.00	0.00
5.	Special Reserve Fund - Stabilization Arrangements			
	(Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6.	Special Reserve Fund - Reserve for Economic Uncertainties			
	(Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7.	Special Reserve Fund - Unassigned/Unappropriated Amount			
	(Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8.	District's Budgeted Reserve Amount			
	(Lines C1 thru C7)	2,358,368.12	2,407,586.06	2,024,847.84
9.	District's Budgeted Reserve Percentage (Information only)			
	(Line 8 divided by Section 10B, Line 3)	3.00%	3.00%	2.47%
	District's Reserve Standard			
	(Section 10B, Line 7):	**2,358,366.34**	**2,407,585.02**	**2,458,679.10**
	Status:	Met	Met	Not Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected available reserves are below the standard in one or more of the budget or two subsequent fiscal years. Provide reasons for reserves falling below the standard and what plans and actions are anticipated to be taken to increase reserves to, or above, the standard.

Explanation:
(required if NOT met)

The 3% Reserve for Economic Uncertainties will not be met in FY 26-27. This is due to the State's budget shortfall and its impact on Prop 98. COLAs for all three are as follows: 1.07% (24-25), 2.93% (25-26), 3.08% (26-27). COLAs will not cover the cost of natural step/column movement for each fiscal year.

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget? — No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources? — No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues? — No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? — No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0% or -$20,000 to +$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2023-24)	(10,550,998.76)			
Budget Year (2024-25)	(11,183,706.53)	632,707.77	6.0%	Met
1st Subsequent Year (2025-26)	(11,483,707.00)	300,000.47	2.7%	Met
2nd Subsequent Year (2026-27)	(11,783,707.00)	300,000.00	2.6%	Met
1b. Transfers In, General Fund *				
First Prior Year (2023-24)	29,126.00			
Budget Year (2024-25)	0.00	(29,126.00)	(100.0%)	Not Met
1st Subsequent Year (2025-26)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2026-27)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2023-24)	0.00			
Budget Year (2024-25)	0.00	0.00	0.0%	Met
1st Subsequent Year (2025-26)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2026-27)	0.00	0.00	0.0%	Met

1d. Impact of Capital Projects

Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation: (required if NOT met)

1b. NOT MET - The projected transfers in to the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timelines, for reducing or eliminating the transfers.

Explanation: (required if NOT met)

The 23-24 transfers-in may be a one-time transfer.

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payments for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

[1] Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?
   (If No, skip item 2 and Sections S6B and S6C) — Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2024
Leases				
Certificates of Participation	29	Fund 49	Fund 52	33,720,895
General Obligation Bonds	29	Fund 21	Fund 51	122,115,285
Supp Early Retirement Program	4	Fund 01	Fund 01	3,600,000
State School Building Loans				
Compensated Absences		Funds 0100, 1200, 1300	Funds 0100, 1200, 1300	440,532
Other Long-term Commitments (do not include OPEB):				
Pension Liability		Fund 0100, 1200, 1300	Fund 0100, 1200, 1300	52,465,884
2016-17 ADA Overstatement Repayment	3	Fund 0100	Fund 0100	811,167
Subscription Liability	4	Fund 0100	Fund 0100	584,659
Lease Liability	2	Fund 0100	Fund 0100	45,534
TOTAL:				213,783,956

Type of Commitment (continued)	Prior Year (2023-24) Annual Payment (P & I)	Budget Year (2024-25) Annual Payment (P & I)	1st Subsequent Year (2025-26) Annual Payment (P & I)	2nd Subsequent Year (2026-27) Annual Payment (P & I)
Leases				
Certificates of Participation	3,101,568	3,025,000	2,857,193	
General Obligation Bonds	9,650,783	9,416,932	9,872,423	
Supp Early Retirement Program	900,000	900,000	900,000	900,000
State School Building Loans				
Compensated Absences	440,532			
Other Long-term Commitments (continued):				
Pension Liability				
2016-17 ADA Overstatement Repayment	270,390	270,390	270,390	270,390
Subscription Liability	333,647	295,053	10,296	
Lease Liability	40,248	6,222		
Total Annual Payments:	14,737,168	13,913,597	13,910,302	1,170,390
Has total annual payment increased over prior year (2023-24)?		No	No	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

Explanation:
(required if Yes to increase in total annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1 Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5) — Yes

2. For the district's OPEB:

a. Are they lifetime benefits? — No

b. Do benefits continue past age 65? — No

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3 a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method? — Pay-as-you-go

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	Governmental Fund
0	0

4. OPEB Liabilities

a. Total OPEB liability	16,544,352.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	16,544,352.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	6/30/2023

5. OPEB Contributions

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	0.00	0.00	0.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	450,000.00	450,000.00	450,000.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	0.00	0.00	0.00
d. Number of retirees receiving OPEB benefits	18.00	18.00	18.00

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1 Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2 Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

3. Self-Insurance Liabilities

a. Accrued liability for self-insurance programs

b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
a. Required contribution (funding) for self-insurance programs			
b. Amount contributed (funded) for self-insurance programs			

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Number of certificated (non-management) full - time - equivalent(FTE) positions	260.6	230	230	230

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? **No**

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	295640		
		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
7.	Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	$2,645,000	$2,645,000	$2,645,000
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	$478,382	$487,947	$497,709
3.	Percent change in step & column over prior year			

Certificated (Non-management) Attrition (layoffs and retirements)		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Number of classified(non - management) FTE positions	221	217	217	217

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	$164,130

		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
7.	Amount included for any tentative salary schedule increases	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	$1,840,000	$1,840,000	$1,840,000
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	$238,944	$243,723	$248,597
3.	Percent change in step & column over prior year	2.0%	2.0%	2.0%

Classified (Non-management) Attrition (layoffs and retirements)

		Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2023-24)	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Number of management, supervisor, and confidential FTE positions	24	24	24	24

Management/Supervisor/Confidential
Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? **No**

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits: $47,906

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
4. Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential
Health and Welfare (H&W) Benefits

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	$276,000	$276,000	$276,000
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

Management/Supervisor/Confidential
Step and Column Adjustments

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step and column adjustments	$74,786	$76,282	$77,808
3. Percent change in step & column over prior year	2.0%	2.0%	2.0%

Management/Supervisor/Confidential
Other Benefits (mileage, bonuses, etc.)

	Budget Year (2024-25)	1st Subsequent Year (2025-26)	2nd Subsequent Year (2026-27)
1. Are costs of other benefits included in the budget and MYPs?	No	No	No
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?	Yes
2. Adoption date of the LCAP or an update to the LCAP.	Jun 20, 2024

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	Yes
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Budget Criteria and Standards Review

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	29,016,721.52	301	0.00	303	29,016,721.52	305	556,088.93		307	28,460,632.59	309
2000 - Classified Salaries	14,188,669.89	311	0.00	313	14,188,669.89	315	416,840.63		317	13,771,829.26	319
3000 - Employee Benefits	19,148,417.57	321	684,000.00	323	18,464,417.57	325	393,637.58		327	18,070,779.99	329
4000 - Books, Supplies Equip Replace. (6500)	11,139,246.25	331	0.00	333	11,139,246.25	335	293,812.72		337	10,845,433.53	339
5000 - Services. . . & 7300 - Indirect Costs	25,523,782.88	341	1,015,063.07	343	24,508,719.81	345	200,000.00		347	24,308,719.81	349
				TOTAL	97,317,775.04	365			TOTAL	95,457,395.18	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	25,599,185.34	375
2. Salaries of Instructional Aides Per EC 41011	2100	4,103,700.10	380
3. STRS	3101 & 3102	7,594,361.87	382
4. PERS	3201 & 3202	1,049,665.23	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	627,622.82	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	3,153,000.00	385
7. Unemployment Insurance	3501 & 3502	22,421.66	390
8. Workers' Compensation Insurance	3601 & 3602	696,864.24	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)		42,846,821.26	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2		0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)		50,739.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS		42,796,082.26	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372		44.83%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	44.83%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	15.17%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	95,457,395.18
5. Deficiency Amount (Part III, Line 3 times Line 4)	14,480,886.85

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	28,659,057.55	301	0.00	303	28,659,057.55	305	454,884.58		307	28,204,172.97	309
2000 - Classified Salaries	12,353,530.55	311	0.00	313	12,353,530.55	315	543,416.93		317	11,810,113.62	319
3000 - Employee Benefits	19,003,211.71	321	450,000.00	323	18,553,211.71	325	474,860.07		327	18,078,351.64	329
4000 - Books, Supplies Equip Replace. (6500)	2,211,375.81	331	0.00	333	2,211,375.81	335	421,507.12		337	1,789,868.69	339
5000 - Services. . . & 7300 - Indirect Costs	16,114,035.86	341	0.00	343	16,114,035.86	345	0.00		347	16,114,035.86	349
				TOTAL	77,891,211.48	365			TOTAL	75,996,542.78	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	24,191,643.12	375
2. Salaries of Instructional Aides Per EC 41011	2100	3,350,536.27	380
3. STRS	3101 & 3102	7,228,968.28	382
4. PERS	3201 & 3202	1,161,047.58	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	684,267.20	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	3,234,375.00	385
7. Unemployment Insurance	3501 & 3502	13,250.36	390
8. Workers' Compensation Insurance	3601 & 3602	669,450.86	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393

11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)	40,533,538.67	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)	0.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		396
14. TOTAL SALARIES AND BENEFITS	40,533,538.67	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372	53.34%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	53.34%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	6.66%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	75,996,542.78
5. Deficiency Amount (Part III, Line 3 times Line 4)	5,061,369.75

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

District: SAN YSIDRO SCHOOL DISTRICT
CDS #: 37-68379

Adopted Budget
2024-25 Budget Attachment
Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/Unappropriated Fund Balances			
Form	Fund	2024-25 Budget	Objects 9780/9789/9790
01	General Fund/County School Service Fund	$3,114,173.00	Form 01
17	Special Reserve Fund for Other Than Capital Outlay Projects	$0.00	Form 17
	Total Assigned and Unassigned Ending Fund Balances	$3,114,173.00	
	District Standard Reserve Level	3%	Form 01CS Line 10B-4
	Less District Minimum Reserve for Economic Uncertainties	$2,358,367.00	Form 01CS Line 10B-7
	Remaining Balance to Substantiate Need	$755,806.00	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties			
Form	**Fund**	**2024-25 Budget**	**Description of Need**
01	General Fund/County School Service Fund	*$755,806.00*	*16-17 ADA Overstatement Repayment*
	Total of Substantiated Needs	$755,806.00	

Remaining Unsubstantiated Balance	**$0.00**	**Balance should be Zero**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

SAN YSIDRO ELEMENTARY — 2024-25 CASHFLOW - PROPOSED BUDGET

ACTUALS END BAL TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
APRIL 2023-24	68379	03300	N. Schuff

District's authorizing signature

CHART		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
	BEGINNING BALANCE:	$ 18,565,357	$ 10,720,614	$ 5,149,452	$ 1,185,422	$ (1,912,996)	$ (3,264,624)	$ 5,713,106	$ 10,991,299	$ 8,671,544	$ 6,767,484	$ 12,567,777	$ 12,058,840
LCFF SOURCES													
LCFF		$ 1,019,418	$ 1,019,418	$ 1,834,953	$ 1,834,953	$ 1,834,953	$ 1,834,953	$ 1,834,953	$ 1,834,953	$ 1,834,953	$ 1,834,953	$ 1,834,953	$ 1,834,953
Property Taxes		$ 116,940	$ 664,890	$ 103,576	$ 461,079	$ 1,306,391	$ 10,718,424	$ 5,098,602	$ 835,289	$ 835,289	$ 8,593,450	$ 3,842,328	$ 835,289
EPA		$ -	$ -	$ 196,203	$ -	$ -	$ 196,203	$ -	$ -	$ 196,203	$ -	$ -	$ 196,203
RDA Residual Balance & CRD		$ -	$ -	$ -	$ -	$ -	$ -	$ 889,017	$ -	$ -	$ -	$ -	$ 889,017
Charter In Lieu Taxes		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Education - Prop Tax Transfer		$ -	$ -	$ -	$ -	$ 74,278	$ -	$ -	$ -	$ 74,278	$ -	$ -	$ 148,557
Other Revenue Sources		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL LCFF SOURCES		$ 1,136,359	$ 1,684,308	$ 2,134,732	$ 2,296,032	$ 3,215,622	$ 12,749,580	$ 7,822,571	$ 2,670,241	$ 2,940,723	$ 10,428,402	$ 5,677,281	$ 3,904,017
FEDERAL REVENUE													
Impact Aid		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Education		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Federal Pass Through		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Title I - Fed Cash Mgmt System		$ -	$ -	$ 309,691	$ -	$ -	$ 309,691	$ -	$ -	$ 309,691	$ -	$ -	$ 309,691
Title II - Fed Cash Mgmt System		$ -	$ -	$ 37,601	$ -	$ -	$ 37,601	$ -	$ -	$ 37,601	$ -	$ -	$ 37,601
Title III - Fed Cash Mgmt System		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Federal		$ -	$ -	$ -	$ 58,539	$ 15,844	$ -	$ 92,088	$ 27,229	$ 6,334	$ 15,929	$ 11,810	$ 43,038
Other Federal (One-Time Funding)		$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
One-Time Funding ESSER III *(Obligate by 9/30/2024)*		$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
One-Time Funding ELO Grant (Obligate by *)		$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
TOTAL FEDERAL REVENUE		$ -	$ -	$ 347,292	$ 58,539	$ 15,844	$ 347,292	$ 92,088	$ 27,229	$ 353,626	$ 15,929	$ 11,810	$ 390,330
OTHER STATE REVENUE													
PA Sp. Ed. (SELPA Administrator & Infant)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PA Recomputations CY & PY		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Mandate Block		$ -	$ -	$ -	$ -	$ 148,109	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lottery		$ -	$ -	$ -	$ -	$ -	$ -	$ 241,293	$ -	$ -	$ 241,293	$ -	$ 241,293
PA Expanded Learning Opportunities Program (TK/K-6)		$ 300,000	$ 300,000	$ 540,000	$ 540,000	$ 540,000	$ 540,000	$ 540,000	$ 540,000	$ 540,000	$ 540,000	$ 540,000	$ 540,000
PA Mental Health-Related Services		$ 15,323	$ 15,323	$ 27,581	$ 27,581	$ 27,581	$ 27,581	$ 27,581	$ 27,581	$ 27,581	$ 27,581	$ 27,581	$ 27,581
PA SpEd Early Intervention Preschool Grant		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PA Arts and Music in Schools (AMS) - (Prop 28)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PA LCFF Equity Multiplier		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
STRS On-Behalf - Revenue		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000
Other State		$ -	$ -	$ -	$ 312,730	$ -	$ -	$ 2,555,581	$ -	$ -	$ 704,586	$ -	$ 2,220,651
Other State (One-Time Funding)													
TOTAL OTHER STATE REVENUE		$ 315,323	$ 315,323	$ 567,581	$ 880,311	$ 715,690	$ 567,581	$ 3,364,455	$ 567,581	$ 567,581	$ 1,513,460	$ 567,581	$ 6,029,525
OTHER LOCAL REVENUE													
PA Special Education - Pass Through		$ 129,226	$ 129,226	$ 232,607	$ 232,607	$ 232,607	$ 232,607	$ 232,607	$ 232,607	$ 232,607	$ 232,607	$ 232,607	$ 232,607
Other Local		$ 425	$ 547	$ -	$ 41,481	$ 28,653	$ 2,044	$ 42,435	$ 4,308	$ 3,484	$ 5,482	$ 50,039	$ 70,230
TOTAL OTHER LOCAL REVENUE		$ 129,651	$ 129,774	$ 232,607	$ 274,088	$ 261,260	$ 234,651	$ 275,042	$ 236,915	$ 236,092	$ 238,089	$ 282,646	$ 302,837
OTHER FINANCING SOURCES													
Transfers In & Other Sources		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL OTHER FINANCING SOURCES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL REVENUE		$ 1,581,333	$ 2,129,404	$ 3,282,212	$ 3,508,970	$ 4,208,416	$ 13,899,104	$ 11,554,156	$ 3,501,966	$ 4,098,021	$ 12,195,880	$ 6,539,317	$ 10,626,710
SALARIES & BENEFITS													
Certificated		$ 1,980,437	$ 2,097,314	$ 2,235,414	$ 2,352,497	$ 2,254,389	$ 2,219,637	$ 2,323,697	$ 2,243,659	$ 2,336,587	$ 2,755,024	$ 2,648,517	$ 2,952,255
Classified		$ 978,789	$ 986,380	$ 998,148	$ 1,149,747	$ 1,000,330	$ 956,348	$ 1,008,034	$ 966,115	$ 973,814	$ 957,236	$ 1,015,120	$ 1,287,163
Benefits		$ 1,217,025	$ 1,261,493	$ 1,278,430	$ 1,372,042	$ 1,283,975	$ 1,291,044	$ 1,381,763	$ 1,293,413	$ 1,324,604	$ 1,408,228	$ 1,357,523	$ 1,384,139
STRS On-Behalf - Expense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000
Salaries & Benefits (One-Time Funding)													
TOTAL SALARIES & BENEFITS		$ 4,176,251	$ 4,345,187	$ 4,511,993	$ 4,874,286	$ 4,538,694	$ 4,467,030	$ 4,713,494	$ 4,503,187	$ 4,635,004	$ 5,120,488	$ 5,021,161	$ 8,623,557

OTHER EXPENDITURES														
Supplies	$ 31,925	$ 146,055	$ 254,148	$ 239,269	$ 132,175	$ 92,761	$ 72,974	$ 117,818	$ 150,124	$ 206,085	$ 245,677	$ 507,380
Utilities	$ -	$ 89,799	$ 183,190	$ 284,380	$ 128,589	$ 101,850	$ 216,430	$ 135,626	$ 131,330	$ 95,532	$ 168,613	$ 199,102
Other Services (Excl. Utilities)	$ 2,218,189	$ 719,815	$ 684,728	$ 1,219,245	$ 760,346	$ 1,273,755	$ 1,274,654	$ 1,065,933	$ 1,086,678	$ 974,539	$ 1,613,860	$ 1,325,957
Capital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pass Through Revenues	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfers Out, Other Uses & Outgo	$ (290)	$ (290)	$ (1,388)	$ (9,792)	$ 238	$ (450)	$ (1,589)	$ (843)	$ (1,056)	$ (1,056)	$ (1,056)	$ (371)
Other Expenditures (One-Time Funding)												
TOTAL OTHER EXPENDITURES	$ 2,249,825	$ 955,379	$ 1,120,678	$ 1,733,103	$ 1,021,349	$ 1,467,916	$ 1,562,469	$ 1,318,534	$ 1,367,076	$ 1,275,100	$ 2,027,094	$ 2,032,067
TOTAL EXPENDITURES	**$ 6,426,076**	**$ 5,300,565**	**$ 5,632,671**	**$ 6,607,389**	**$ 5,560,043**	**$ 5,934,946**	**$ 6,275,962**	**$ 5,821,721**	**$ 6,002,080**	**$ 6,395,588**	**$ 7,048,254**	**$ 10,655,624**

ASSETS	Beginning Bal												
Other Cash Equivalents	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Receivables	$ -	$ -	$ -	$ (1,013,571)	$ -	$ -	$ 1,013,571	$ -	$ -	$ -	$ -	$ -	$ -
Temporary Loans / Due From	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL ASSETS (excluding cash 9110)	$ -	$ -	$ -	$ (1,013,571)	$ -	$ -	$ 1,013,571	$ -	$ -	$ -	$ -	$ -	$ -
LIABILITIES & DEFERRED INFLOWS	*Beginning Bal*												
Payables	$ 6,000,000	$ (3,000,000)	$ (2,400,000)	$ (600,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Unearned Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL CURRENT LIABILITIES	$ 6,000,000	$ (3,000,000)	$ (2,400,000)	$ (600,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
OTHER ACTIVITY	*Beginning Bal*												
Audit Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Restatements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Expense Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Revenue Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Treasury Reconciling Items													
TOTAL OTHER ACTIVITY		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ENDING BALANCE SUBTOTAL Prior to Borrowing		$ 10,720,614	$ 5,149,452	$ 1,185,422	$ (1,912,996)	$ (3,264,624)	$ 5,713,106	$ 10,991,299	$ 8,671,544	$ 6,767,484	$ 12,567,777	$ 12,058,840	$ 12,029,925
BORROWING ACTIVITY	*Beginning Bal*												
TRAN / TTF Principal Amounts		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TRAN / TTF Premium		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TRAN / TTF Issuance Cost & Interest		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TRAN / TTF Repayment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Temporary Loans / Due To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Liabilities (Excluding TRANs)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL BORROWING ACTIVITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL BEGINNING BALANCES (Excluding 9110) Prior Year Transactions	$ 6,000,000												
ENDING CASH BALANCE	9110	$ 10,720,614	$ 5,149,452	$ 1,185,422	$ (1,912,996)	$ (3,264,624)	$ 5,713,106	$ 10,991,299	$ 8,671,544	$ 6,767,484	$ 12,567,777	$ 12,058,840	$ 12,029,925

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 6, 2024

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

FROM:
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2024-25

BACKGROUND INFORMATION:
In accordance with the provisions of the Education Code Section 42103, each year, the District is required to adopt a budget for the next fiscal year. The budget must be reviewed during a public hearing, and the Board must consider any written comments received prior to the public hearing. The budget includes the budget assumptions, identifies the anticipated general fund revenues and expenditures, the fund balances of other District funds and multi-year projections.

A Notice of Public Hearing was published on the San Diego Daily Transcript on May 24, 2024 and May 31, 2024. The proposed budget was made available for public inspection on June 3 to June 5, 2024. The District is requesting that a public hearing be conducted for any interested parties to comment on the 2024-25 Proposed Budget which will be presented for approval/adoption at its next regular Board meeting to be held on June 20, 2024.

PROPOSED BUDGET UNDER SEPARATE COVER

RECOMMENDATION:
Open/Close Public Hearing for the District's 2024-2025 Proposed Budget.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

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

☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2024-2025 SCHOOL YEAR

BACKGROUND INFORMATION:

Organization	Location	Date	Authorized Personnel	Expenses/Per Participant/ Per Meeting
2024 CSBA Annual Education Conference	Anaheim	December 5-7, 2024	Superintendent and Governing Board	Approx. $15,000 (includes hotel, registration, mileage and meals)
Individually Selected Conferences/Events	Various Locations	2024-2025 School Year	Superintendent and Governing Board	Not to exceed $3,500 per attendee/per conference
ACSA State Vice President Legislative Action (VPLA)	Various Locations	2024-2025 School Year - Dates To Be Determined	Superintendent	Approx. $5,000 (includes airfare and hotel) *****ACSA will reimburse all costs paid for by the District*****
California Collaborative for Educational Excellence (CCEE)	Sacramento, CA	2024-2025 School Year - Dates To Be Determined	Superintendent	Approx. $5,000 (includes airfare and hotel) *****CCEE will reimburse all costs paid for by the District*****

RECOMMENDATION:
Approve attendance for the Governing Board and the Superintendent to individually selected conferences/events and other leadership professional development opportunities for the 2024-2025 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Approx. $44,500.00 (Amount)

General Fund (Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

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

☐ Informational
☒ Action

AGENDA ITEM: GOVERNING BOARD MEMBERSHIP FOR THE 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:
Membership to the California School Boards Association (CSBA) gives board members access to resources that help them fulfill their complex governance and leadership roles and support student success.

Through CSBA Membership, board members have the opportunity to enhance their governance skills and expand their knowledge of critical issues confronting public education. CSBA supports advocacy efforts on national education policy and federal legislative issues.

RECOMMENDATION:
Approve Board membership to the California School Boards Association for the 2023-2024 fiscal year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$18,184.00	General Fund
(Amount)	(Name of funding source and/or location)

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

California School Boards Association

June 12, 2024

Superintendent and Board President
San Ysidro ESD
4350 Otay Mesa Rd
San Ysidro, CA 92173

Dear Superintendent and Board President of San Ysidro ESD:

Please find your enclosed invoice for San Ysidro ESD's 2024–25 CSBA membership dues. We greatly appreciate your membership in CSBA and the difference it makes for California's public schools, and we look forward to our continued partnership. This mailing contains:

Invoice for your 2024-25 CSBA membership dues:

Your membership in CSBA allows you to take advantage of a host of CSBA's optional subscription services.

Invoice(s) for optional subscription services, as listed below:

Educational Legal Alliance (ELA) offer of membership, included on your membership invoice (csba.org/ela).

GAMUT subscription renewal (Policy, Policy Plus and/or Meetings, as applicable, for current subscribers).

For any questions about your membership benefits, CSBA's Director of Membership, Aaron Davis, can be reached at (916) 669-3274 or adavis@csba.org.

CSBA is *your* association, and we encourage you to contact us any time regarding your membership needs. Thank you for your membership in CSBA and for all that you do to ensure a quality education for every student you serve.

Sincerely,

Albert Gonzalez
CSBA President

Vernon M. Billy
CSBA CEO & Executive Director

California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number	Invoice Date	PO #
INV-72529-J9W3D6	6/5/2024	

Bill To:
San Ysidro ESD
4350 Otay Mesa Rd
San Ysidro, CA 92173
United States

Ship To:
San Ysidro ESD
4350 Otay Mesa Rd
San Ysidro, CA 92173
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2024 - 06/30/2025)	$14,547.00	1.00	$14,547.00	
ELA	ELA Membership (07/01/2024 - 06/30/2025)	$3,637.00	1.00	$3,637.00	
CSBA dues not processed before September 15 will result in a disruption of CSBA services. Trustees and employees of LEAs that have not paid membership dues by September 15 will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues may be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.					

Total Invoice: $18,184.00 **Total Paid:** $0.00 **Balance Due:** $18,184.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100752	**INV-72529-J9W3D6**	**06/05/2024**		**$18,184.00**

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
San Ysidro ESD
4350 Otay Mesa Rd
San Ysidro, CA 92173
United States

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: CONSOLIDATED APPLICATION FOR 2024-2025 FUNDING

BACKGROUND INFORMATION:
The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs to county offices, school districts, and direct funded charter schools throughout California.

The Consolidated Application (ConApp) for Funding Categorical Aid Programs collects information related to local educational agencies (LEAs) intention to participate in 2024-25 consolidated application programs for Title I, II, III and IV, legal assurances of compliance as required by state and federal statute, and other required program participation information.

RECOMMENDATION:
Approve the submission of the 2024-25 Consolidated Application for categorical funding of Title I, II, III and IV.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

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

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

2024–25 Application for Funding

Required fields are denoted with an asterisk (*).

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year: ☐

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year: ☑

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

* **Title I, Part A (Basic Grant)**: ESSA Sec. 1111 et seq. SACS 3010	○ No ◉ Yes
* **Title II, Part A (Supporting Effective Instruction)**: ESEA Sec. 2104 SACS 4035	○ No ◉ Yes
* **Title III English Learner**: ESEA Sec. 3102 SACS 4203	○ No ◉ Yes
* **Title III Immigrant**: ESEA Sec. 3102 SACS 4201	○ No ◉ Yes
* **Title IV, Part A (Student and School Support)**: ESSA Sec. 4101 SACS 4127	○ No ◉ Yes

Save | Return to List

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

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

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 23/24-0048 TO SUPPORT EQUALITY FOR ALL IN THE SAN YSIDRO SCHOOL DISTRICT

BACKGROUND INFORMATION:
The San Ysidro School District models, advocates, and promotes the inclusive and respectful treatment of all our students and staff. In accordance with California Education Code 200-262.4 and San Ysidro School District Board Policy 0410, it is the right of every child, regardless of gender identity, gender expression, or sexual orientation, to access a free public K-12 education, and the District welcomes and supports all student.

RECOMMENDATION:
Adopt Resolution No. 23/24-0048 to Support Equality for All in the San Ysidro School District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

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

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

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 23/24-0048

Resolution To Support Equality for All in the San Ysidro School District

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

WHEREAS, the San Ysidro School District models, advocates, and promotes the inclusive and respectful treatment of all our students and staff; and

WHEREAS, in accordance with California Education Code 200-262.4 and San Ysidro School District Board Policy 0410, it is the right of every child, regardless of gender identity, gender expression, or sexual orientation, to access a free public K-12 education, and the District welcomes and supports all students; and

WHEREAS, the San Ysidro School District Board supports the inclusivity of students, staff, and families who identify with the LGBTQIA+ community; and

WHEREAS, acts of hatred against Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, and Asexual (LGBTQIA+) members of our community are unacceptable; hate and discrimination towards any person or group have no part in our community; and

WHEREAS, according to the Library of Congress the month of June is a time to celebrate our dynamic LGBTQIA+ community, raise awareness of quality services, and foster a dialogue to promote healthy, safe, and prosperous school climates and communities for all; and

WHEREAS, San Ysidro School District recognizes June as Pride Month; and

WHEREAS, all children and youth should be able to attend school in a safe and inclusive environment free from discrimination, and civil rights laws and California Education Code sections 200-220 contribute to such environments; and

WHEREAS, the lack of awareness and understanding of issues facing LGBTQIA+ children and youth has contributed to higher rates of school dropout, academic failure, suicide, and school disengagement; and

WHEREAS, creating a welcoming and safe school environment for our LGBTQIA+ students, staff, and families makes our school community more welcoming and safer to all; and

WHEREAS, Board Policy 0410 prohibits discrimination in its programs and activities based on sexual orientation, gender identity, and gender expression, among other characteristics; and

NOW, THEREFORE, BE IT RESOLVED, that the San Ysidro School District promotes the inclusive, respectful and non-discriminatory school and work environments for all students, staff and family members.

BE IT FURTHER RESOLVED, that the Board declares the District to be a safe and inclusive environment for its students, staff and families where they may learn, thrive, and feel supported and free from discrimination and bullying; and

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 20th day of June, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ _____

Antonio Martinez
Board Clerk

Date



Curriculum & Instruction

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: SCHOOL PLANS FOR STUDENT ACHIEVEMENT (SPSA) FOR THE 2024-2025 SCHOOL YEAR

BACKGROUND INFORMATION:

The School Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive State and Federal or other applicable funding through the District's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.

- SPSA reports under separate cover -

RECOMMENDATION:

Approve the 2024-2025 School Plans for Student Achievement for La Mirada, Ocean View Hills, Smythe, Sunset, Willow, Vista Del Mar Middle and San Ysidro Middle Schools.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Goal 2: School Culture and Student Well-Being ~ Goal 3: Parent Engagement

☐ **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

13C.1
Page 1 of 1

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: UPDATED ENGLISH LEARNER RECLASSIFICATION CRITERIA

BACKGROUND INFORMATION:

The San Ysidro School District provides services to assist and support students who are English learners in becoming fluent English proficient students. A variety of programs are offered to students which involve the daily application of English Language development (ELD) to promote steady growth of skills in reading, writing, listening, and speaking skills. The District measures growth with a number of assessments and most notably with the English Language Proficiency Assessment for California (ELPAC) Test.

The district's goal for English learner students is to become fully proficient in English and to master State standards for academic achievement as rapidly as possible. Following the guidelines from the State Board of Education, the District's reclassification criteria include students that take the ELPAC test or the ELPAC alternative assessment, see the attached documentation for details.

The English Learner Reclassification criteria was approved by our Governing Board on January 25, 2024, and it has been updated, to be also aligned to our recently approved Multilingual Language Learner Master Plan.

RECOMMENDATION:

Approve the updated English Learner Reclassification Criteria to align with the guidelines from the State Board of Education and from our Multilingual Language Learner Master Plan.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement and Goal 2: School Culture and Student Wellbeing

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

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

San Ysidro Reclassification Criteria for Students Taking ELPAC

Evaluation Measure	Minimum Criteria
State Approved Assessment of English Language Proficiency	• ELPAC: Overall Performance Level 4
Comparison of Performance in Basic Skills	• One ELA district assessments with proficient scores (benchmark or challenge) - or – • CAASPP overall ELA score in the proficiency band of Standard Nearly Meet, Standard Met or Standard Exceeded - or – • District approved diagnostic assessment for ELA indicating grade level Average or better
Teacher Evaluation and Academic Indicator	• Completed Teacher Evaluation Form (grade-level teacher for grades 2-6 and ELA teacher for grades 7-8) indicating a recommendation of reclassification based on the academic characteristics of a student.
Parent Opinion and Consultation	• Letter mailed home to notify parents/guardians of their rights and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting.

Reclassification Criteria for Students who have Taken the Alternate ELPAC

Evaluation Measure	Minimum Criteria
State Approved Assessment of English Language Proficiency	• Alternate ELPAC, Overall Level 3
Comparison of Basic Skills: Academic Data	• Curriculum Based Assessments • CAA ELA (Standard Meet) • Progress towards IEP goals (80%)
Teacher Evaluation and Academic Indicator	• Completed Teacher Conference Form evaluating student's language skills based on the student's academic performance
Parent Opinion and Consultation	• Parent is asked to give input on expressive (speaking) and receptive (listening) skills at home to compare with the progress being made at school.

San Ysidro School District
ASSESSMENT CENTER
Student Reclassification Recommendation Report

Student: _____ Student I.D. _____
School: _____ Teacher: _____
Instructional Program: _____ Grade: _____

Reclassification Criteria Checklist

Academic Achievement Criteria	Acceptable	Date	Result
1) ELPAC Overall English Proficiency	**4**		
2) Assessment of Basic Skills A. One ELA District Assessment	**Proficient Score** (Benchmark /Challenge)		
or B. CAASPP SBAC	**Standard Nearly Met, Standard Met or Exceeded**		
or C. District Approved Diagnostic Assessment	**Similar to Grade Level Average or Above**		
3) Teacher Evaluation	**Passing**		
4) Parent Notification and Opportunity for Consultation	**Date:**		

***STUDENTS MUST MEET THE CRITERIA OF ALL 4 SECTIONS TO BE RECLASSIFIED**

1. Assessment Center _____ Date _____

2. Classroom Teacher _____ Date_____

3. Administrator _____ Date_____

4. Parent/Guardian Notification/Consultation Method: • Conference • U.S. Mail • Phone

Parent/Guardian Signature _____ Date _____

San Ysidro School District
ASSESSMENT CENTER
Student Reclassification Recommendation Report
Alternate ELPAC Assessment

Student: _____ Student I.D. _____
School: _____ Teacher: _____
Instructional Program: _____ Grade: _____

Reclassification Criteria Checklist

Academic Achievement Criteria	Acceptable	Date	Result
1. ALTERNATE ELPAC Overall	**3**		
2. ASSESSMENT OF BASIC SKILLS A. Curriculum Based Assessment	**Passing**		
or B. CAA ELA	**Passing (3)**		
or C. Progress towards IEP goals	**Meets 80% of objectives/goals**		
3. Teacher Recommendation/Evaluation Teacher Conference Form evaluating student's language skills based on the student's academic performance and the impact of disability.	**Passing**		
4. Parent Notification and Opportunity for Consultation Input on expressive and receptive skills at home, to compare the progress made at school.	**Date:** **(IEP Date)**		

***STUDENTS MUST MEET THE CRITERIA OF ALL 4 SECTIONS TO BE RECLASSIFIED**

1. Assessment Center _____ Date _____

2. Classroom Teacher _____ Date_____

3. Administrator _____ Date_____

4. Parent/Guardian Notification/Consultation Method: • Conference • U.S. Mail • Phone

Parent/Guardian Signature _____ Date _____

To be recorded in Synergy and filed in the E.L. Folder

Revised, 6/06, 12/05, 5/04, 11/03, 2/14, 3/16, 1/18, 2/23, 1/24, 6/24

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF ELA AND ELD INSTRUCTIONAL MATERIALS FROM BENCHMARK EDUCATION COMPANY

BACKGROUND INFORMATION:

Benchmark Education Company provides students and teachers with the resources they need to become problem-solvers, decision-makers, and joyful learners. Its mission is for every student to find lifelong inspiration, growth, and success through literacy, language, and knowledge development.

Educational Services needs to enter into a purchase agreement with Benchmark Education Company to order the following English Language Arts (ELA) instructional materials for teachers and students in TK – 6th grades:

- Ready to Advance – Digital access and consumables for TK
- Advance & Adelante materials – Teacher sets and consumables K-6th
- Express! Asset-Based Access to English – For Kinder - 6th grade

RECOMMENDATION:

Approve the purchase of additional ELA instructional materials from Benchmark Education Company at the total cost of $127,166.75 from the Arts and Music Discretionary Block Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. Actions 1.21 and 1.25

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

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

$127,166.75	Arts and Music Discretionary Block Grant
(Amount)	(Name of funding source and/or location)

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

BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 65503

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

Customer:
San Ysidro schl dist
4350 Otay Mesa Rd
San Ysidro CA 92173
United States

Ship To:
Maria Castro
SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd
San Ysidro CA 92173

Product Code	Title	Price Level	Unit Price	Qty	Total Price
X44919R	Ready to Advance Transitional Kindergarten Renewal Subscription - California Edition	1-Year	$220.00	8	$1,760.00
Y32758	Ready to Advance 2018 Transitional Kindergarten (California Edition) Consumables 10 Units 10-Copy Set 1-Year	Current	$110.00	12	$1,320.00
Y53054	Ready to Advance 2018 Transitional Kindergarten (California Edition) Consumables 10 Units 20-Copy Set Consumables 1-Year	Current	$220.00	1	$220.00

Subtotal	Sales Tax	Shipping Cost	Total
$3,300.00	$119.35	$0.00	$3,419.35 USD

Memo
One Year Renewal Estimate: Subscriptions to expire 7/31/2025 / One time special discount applied

* The above pricing cannot be combined with any other offers.
* Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
* All digital subscriptions will end on July 31st the last year of the term purchased.
* Any changes, including cancellations to the originally agreed upon PD trainings, must be made at least 10 business days prior to the delivery of the PD trainings. Customized PD changes must be submitted at least 15 business days prior to agreed delivery date and must go through the customized request process. Benchmark Education will do its best to accommodate the requested changes; however, it reserves the right to render services according to the initial agreement. Please note that any changes requested may incur an additional charge or reduction of number of PD training days rendered. Please note that no changes can be requested on site and all requests must go through the Company approval process.

BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 65503

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION

• Billing Contact Name	Blanca Vega
• Billing Contact Email	blanca.vega@sysdschools.org
• Billing Contact Phone	(619)428-4476

PLEASE INCLUDE THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

• Name of School(s) That Will Use the Subscription(s) Attach separate document if necessary	La Mirada, Ocean View Hills, Sunset and Willow Schools
• Onboarding Tech Contact Name	Todd Lewis
• Onboarding Tech Contact E-Mail	todd.lewis@sysdschools.org

• REQUIRED

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

Terms of Service
* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (Please visit this site: https://help.benchmarkuniverse.com/bubateacher/Content/Customer%20Support/Privacy%20Policy.htm?Highlight=privacy).
Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 65599

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

Customer:
SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd
San Ysidro CA 92173
United States

Ship To:
Attn: Elizabeth Originales
SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd
San Ysidro CA 92173

Product Code	Title	Price Level	Unit Price	Qty	Total Price
Y65625	English Gr. 1 My Reading and Writing 10 Units 25-Copy Consumables 1-Year	Current	$550.00	1	$550.00
Y64244	BEC Benchmark Advance 2022 (National Edition) Gr. 4 Texts for Close Reading 30-Copy Consumables 1-Year	Current	$660.00	1	$660.00
Y65743	Spanish Gr. K My Reading and Writing 10 Units 25-Copy Consumables 1-Year	Current	$650.00	1	$650.00
Y65744	Spanish Gr. 1 My Reading and Writing 10 Units 25-Copy Consumables 1-Year	Current	$650.00	1	$650.00
Y64322	BEC Benchmark Adelante 2023 (National Edition) Gr. 2 Texts for Close Reading 25-Copy Consumables 1-Year	Current	$650.00	1	$650.00
Y64323	BEC Benchmark Adelante 2023 (National Edition) Gr. 3 Texts for Close Reading 25-Copy Consumables 1-Year	Current	$650.00	10	$6,500.00
Y62081	Benchmark Adelante 2023 (National Edition) Gr. 3 Whole Group Resources	Current	$725.00	4	$2,900.00
Y58621	Express! Asset-based Access to English Gr. K Student Package Single Copy Print 1-Year	Current	$60.00	120	$7,200.00
Y58622	Express! Asset-based Access to English Gr. 1 Student Package Single Copy Print 1-Year	Current	$60.00	120	$7,200.00
Y58574	Express! Asset-based Access to English Gr. 2 Student Package Single Copy Print 1-Year	Current	$60.00	160	$9,600.00
Y58575	Express! Asset-based Access to English Gr. 3 Student Package Single Copy Print 1-Year	Current	$60.00	250	$15,000.00
Y58576	Express! Asset-based Access to English Gr. 4 Student Package Single Copy Print 1-Year	Current	$60.00	290	$17,400.00
Y58577	Express! Asset-based Access to English Gr. 5 Student Package Single Copy Print 1-Year	Current	$60.00	320	$19,200.00

BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 65599

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

Product Code	Title	Price Level	Unit Price	Qty	Total Price
Y58578	Express! Asset-based Access to English Gr. 6 Student Package Single Copy Print 1-Year	Current	$60.00	300	$18,000.00

Subtotal	Sales Tax	Shipping Cost	Total
$106,160.00	$8,227.40	$9,360.00	$123,747.40 USD

Memo

* The above pricing cannot be combined with any other offers.
* Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
* All digital subscriptions will end on July 31st the last year of the term purchased.
* Any changes, including cancellations to the originally agreed upon PD trainings, must be made at least 10 business days prior to the delivery of the PD trainings. Customized PD changes must be submitted at least 15 business days prior to agreed delivery date and must go through the customized request process. Benchmark Education will do its best to accommodate the requested changes; however, it reserves the right to render services according to the initial agreement. Please note that any changes requested may incur an additional charge or reduction of number of PD training days rendered. Please note that no changes can be requested on site and all requests must go through the Company approval process.

BENCHMARK
EDUCATION
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145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 65599

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION

• Billing Contact Name	Blanca Vega
• Billing Contact Email	blanca.vega@sysdschools.org
• Billing Contact Phone	(619)428-4476

PLEASE INCLUDE THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

• Name of School(s) That Will Use the Subscription(s) Attach separate document if necessary	La Mirada, Ocean View Hills, Smythe, Sunset, Willow & Vista Del Mar
• Onboarding Tech Contact Name	Todd Lewis
• Onboarding Tech Contact E-Mail	todd.lewis@sysdschools.org

• REQUIRED

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

Terms of Service
* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (Please visit this site: https://help.benchmarkuniverse.com/bubateacher/Content/Customer%20Support/Privacy%20Policy.htm?Highlight=privacy). Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF SCIENCE AND SOCIAL STUDIES INSTRUCTIONAL MATERIALS FROM MCGRAW HILL, LLC

BACKGROUND INFORMATION:

McGraw Hill, LLC is a leading global education company that believes that the learning journey never ends. It is driven by its passion to create the highest quality, most accessible and affordable solutions for learners and educators around the world, from PreK through higher education, into professional and beyond.

Educational Services adopted the Inspire Science curriculum and the IMPACT History & Social Studies curriculum from McGraw Hill, LLC during the 2023-24 school year and this year we need purchase the following additional materials:

- Inspire: Earth & Science for 6th grade, English & Spanish
- Inspire: Life Science for 7th grade, English & Spanish
- Inspire: Physical Science for 8th grade, English & Spanish
- IMPACT 7th & 8th Student Journals

RECOMMENDATION:

Approve the purchase of additional Science and Social Studies instructional materials from McGraw Hill, LLC at the total cost of $37,740.35 from the Arts and Music Discretionary Block Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. Actions 1.21 and 1.25

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

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

$37,740.35	Arts and Music Discretionary Block Grant
(Amount)	(Name of funding source and/or location)

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

Because learning changes everything.®

ORDER FORM FOR:

San Ysidro Elem Sch Dist
WAREHOUSE
SAN YSIDRO, CA 92173-1617
ACCOUNT NUMBER: 244904

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

Adriana Aguilar

SALES REP INFORMATION:

Riley Longo
riley.longo@mheducation.com
(940) 404-0825

Section Summary	Product Subtotal
CA Inspire	**$33,031.80**
CA Impact	**$1,994.05**
PRODUCT TOTAL*	**$35,025.85**
ESTIMATED S&H**	$0.00
ESTIMATED TAX**	$2,714.50
GRAND TOTAL*	**$37,740.35**

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE:	06/07/2024	ACCOUNT NAME: San Ysidro Elem Sch Dist		EXPIRATION DATE:	09/05/2024
QUOTE NUMBER:	HFISH-06072024125358-001	ACCOUNT #: 244904		PAGE #:	1

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Line Subtotal
CA Inspire				
CALIFORNIA SCIENCE LIFE SCIENCE STUDENT EDITION VOL 1	978-0-07-683007-7	65	$22.47	$1,460.55
INSPIRE LIFE SCIENCE CA GRADE 7 STUDENT EDITION VOL 2	978-0-07-683012-1	65	$22.47	$1,460.55
INSPIRE LIFE SCIENCE CALIFORNIA STUDENT EDITION VOL 3	978-0-07-684118-9	65	$22.47	$1,460.55
INSPIRE LIFE SCIENCE CALIFORNIA STUDENT EDITION VOL 4	978-0-07-684121-9	65	$22.47	$1,460.55
CALIFORNIA SCIENCE PHYSICAL SCIENCE STUDENT EDITION VOL 1	978-0-07-683015-2	20	$22.47	$449.40
CALIFORNIA SCIENCE PHYSICAL SCIENCE STUDENT EDITION VOL 2	978-0-07-683038-1	20	$22.47	$449.40
INSPIRE PHYSICAL SCIENCE CALIFORNIA STUDENT EDITION VOL 3	978-0-07-684122-6	20	$22.47	$449.40
INSPIRE PHYSICAL SCIENCE CALIFORNIA STUDENT EDITION VOL 4	978-0-07-684123-3	20	$22.47	$449.40
INSPIRE SCIENCE EARTH & SPACE G6 SPANISH WRITE-IN STUDENT EDITION UNIT 1	978-0-07-698825-9	210	$26.45	$5,554.50
INSPIRE SCIENCE EARTH & SPACE G6 SPANISH WRITE-IN STUDENT EDITION UNIT 2	978-0-07-698826-6	210	$26.45	$5,554.50
INSPIRE SCIENCE EARTH & SPACE G6 SPANISH WRITE-IN STUDENT EDITION UNIT 3	978-0-07-698829-7	210	$26.45	$5,554.50
INSPIRE SCIENCE EARTH & SPACE G6 SPANISH WRITE-IN STUDENT EDITION UNIT 4	978-0-07-698869-3	210	$26.45	$5,554.50
INSPIRE SCI LIFE STRUCTURE & FUNCTION G7 SPANISH WRITE-IN STUDENT EDITION UNIT 1	978-0-07-698905-8	15	$26.45	$396.75
INSPIRE SCI LIFE STRUCTURE & FUNCTION G7 SPANISH WRITE-IN STUDENT EDITION UNIT 2	978-0-07-698906-5	15	$26.45	$396.75
INSPIRE SCI LIFE STRUCTURE & FUNCTION G7 SPANISH WRITE-IN STUDENT EDITION UNIT 3	978-0-07-698907-2	15	$26.45	$396.75
INSPIRE SCI LIFE STRUCTURE & FUNCTION G7 SPANISH WRITE-IN STUDENT EDITION UNIT 4	978-0-07-698908-9	15	$26.45	$396.75

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 06/07/2024 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 09/05/2024
QUOTE NUMBER: HFISH-06072024125358-001 ACCOUNT #: 244904 PAGE #: 2

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Line Subtotal
INSPIRE SCIENCE PHYSICAL G8 SPANISH WRITE-IN STUDENT EDITION UNIT 1	978-0-07-698838-9	15	$26.45	$396.75
INSPIRE SCIENCE PHYSICAL G8 SPANISH WRITE-IN STUDENT EDITION UNIT 2	978-0-07-698842-6	15	$26.45	$396.75
INSPIRE SCIENCE PHYSICAL G8 SPANISH WRITE-IN STUDENT EDITION UNIT 3	978-0-07-698847-1	15	$26.45	$396.75
INSPIRE SCIENCE PHYSICAL G8 SPANISH WRITE-IN STUDENT EDITION UNIT 4	978-0-07-698849-5	15	$26.45	$396.75
			CA Inspire Subtotal:	**$33,031.80**
CA Impact				
IMPACT CALIFORNIA G7 INQUIRY JOURNAL WRLD HIST & GEOG MEDIEVAL ERLY MODERN TIMES	978-0-07-906350-2	65	$20.99	$1,364.35
IMPACT CALIFORNIA G8 INQUIRY JOURNAL US HIST & GEOG GROWTH & CONFLICT	978-0-07-906340-3	30	$20.99	$629.70
			CA Impact Subtotal:	**$1,994.05**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE:	06/07/2024	ACCOUNT NAME: San Ysidro Elem Sch Dist		EXPIRATION DATE:	09/05/2024
QUOTE NUMBER:	HFISH-06072024125358-001	ACCOUNT #: 244904		PAGE #:	3

Because learning changes everything.®

ORDER FORM FOR:

San Ysidro Elem Sch Dist
WAREHOUSE
SAN YSIDRO, CA 92173-1617
ACCOUNT NUMBER: 244904

CONTACT:

Adriana Aguilar

PRODUCT TOTAL*	**$35,025.85**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$2,714.50
GRAND TOTAL	**$37,740.35**

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:
By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print) _____ Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE:	06/07/2024	ACCOUNT NAME: San Ysidro Elem Sch Dist		EXPIRATION DATE:	09/05/2024
QUOTE NUMBER:	HFISH-06072024125358-001	ACCOUNT #: 244904		PAGE #:	4

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF AMPLIFY ELA CORE INSTRUCTIONAL MATERIALS FROM AMPLIFY EDUCATION, INC.

BACKGROUND INFORMATION:
Built specifically for middle school, Amplify ELA is an interactive core curriculum that brings complex texts to life. Amplify ELA is a blended English language arts curriculum designed specifically to support students in grades 6–8 and prepare them for high school and beyond.

The Amplify ELA Program was adopted in April 2018 and implemented during the 2018-19 school year. Educational Services need to purchase additional English Language Arts core instructional materials from Amplify Education, Inc. for our middle schools. This order includes digital subscriptions for teachers and students as well as student consumables for the 2024-25 school year.

Cost implications include: $24,102.10 in products for San Ysidro Middle and $16,261.85 for Vista Del Mar Middle.

RECOMMENDATION:
Approve the purchase of Amplify ELA Core instructional materials from Amplify Education, Inc. for our middle schools at the cost of $40,363.95 from Arts and Music Discretionary Block Grant.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.21: Continue to implement instructional design for ELA which includes a focus on CCSS based gradual release lessons and small groups support for guided reading and word study to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

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

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

$40,363.95	Arts and Music Discretionary Block Grant
(Amount)	(Name of funding source and/or location)

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

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-384145-1
Date: 6/5/2024
Expires On: 7/5/2024

Customer Contact Information
Adriana Aguilar
San Ysidro School District
619-428-4476
adriana.aguilar@sysdschools.org

Amplify Contact Information
Kirk Van Wagoner
Senior Account Executive
(760) 696-0709
kvanwagoner@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA + ELD Grade 7 California Edition Digital Subscription (Student) - 1yr (2024-2025)	343.00	$33.95	$0.00	$11,644.85
Amplify ELA + ELD Grade 7 California Edition Digital Subscription (Teacher) - 1yr (2024-2025)	6.00	$198.00	$0.00	$1,188.00
Amplify ELA 1st Edition Grade 7 Solo Workbook - Set of 25	8.00	$89.00	$0.00	$712.00
Amplify ELA + ELD Grade 8 California Edition Digital Subscription (Student) - 1yr (2024-2025)	255.00	$33.95	$0.00	$8,657.25
Amplify ELA + ELD Grade 8 California Edition Digital Subscription (Teacher) - 1yr (2024-2025)	6.00	$198.00	$0.00	$1,188.00
Amplify ELA 1st Edition Grade 8 Solo Workbook - Set of 25	8.00	$89.00	$0.00	$712.00
TOTAL			$0.00	$24,102.10

TOTAL DISCOUNT $0.00
GRAND TOTAL $24,102.10

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.

- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2024 until 06/30/2025.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax
Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:
Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:
To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

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6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE

NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-384153-1
Date: 6/5/2024
Expires On: 7/5/2024

Customer Contact Information
Adriana Aguilar
San Ysidro School District
619-428-4476
adriana.aguilar@sysdschools.org

Amplify Contact Information
Kirk Van Wagoner
Senior Account Executive
(760) 696-0709
kvanwagoner@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELA + ELD Grade 7 California Edition Digital Subscription (Student) - 1yr (2024-2025)	155.00	$33.95	$0.00	$5,262.25
Amplify ELA + ELD Grade 7 California Edition Digital Subscription (Teacher) - 1yr (2024-2025)	5.00	$198.00	$0.00	$990.00
Amplify ELA 1st Edition Grade 7 Solo Workbook - Set of 25	2.00	$89.00	$0.00	$178.00
Amplify ELA 1st Edition Grade 7 Unplugged Lessons	125.00	$7.00	$0.00	$875.00
Amplify ELA + ELD Grade 8 California Edition Digital Subscription (Student) - 1yr (2024-2025)	188.00	$33.95	$0.00	$6,382.60
Amplify ELA + ELD Grade 8 California Edition Digital Subscription (Teacher) - 1yr (2024-2025)	5.00	$198.00	$0.00	$990.00
Amplify ELA 1st Edition Grade 8 Solo Workbook - Set of 25	6.00	$89.00	$0.00	$534.00
Amplify ELA 1st Edition Grade 8 Unplugged Lessons	150.00	$7.00	$0.00	$1,050.00
TOTAL			$0.00	$16,261.85

TOTAL DISCOUNT $0.00
GRAND TOTAL $16,261.85

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.

- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2024 until 06/30/2025.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

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THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE SUBSCRIPTION RENEWAL WITH IXL LEARNING FOR THE IXL ELA AND MATH PROGRAM AT VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:
IXL is a personalized learning online program with comprehensive K-12 curriculum, individualized guidance, and real-time analytics and it meets the needs of each learner.

Research of this program indicates that schools using IXL outperform schools using other methods. Students using IXL Math and ELA will gain fluency and confidence, as it helps students master essential skills at their own pace through fun and interactive questions built in support and motivating awards.

The Principal at Vista Del Mar Middle School is requesting approval to renew the IXL Math and ELA program for the 2024-2025 school year. The subscription includes site licenses for up to 550 students and a virtual professional learning session at the cost of $10,320.00.

RECOMMENDATION:
Approve the license subscription with IXL Learning for the renewal of the IXL Math and ELA program at Vista Del Mar Middle School at the total cost of $10,320.00 from Title I Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal #1 Student Achievement: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. – Actions 1.14 and 1.15

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

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

$10,320.00	Title I Fund
(Amount)	(Name of funding source and/or location)

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

RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 3709333-2024-002-7
DATE: MAY 16, 2024

TO:
Irene Herrera-Cevallos
Vista Del Mar Middle School
4885 Del Sol Blvd.
San Diego, CA 92154

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Stephanie Souter	A22-3709333	August 22, 2024 – August 22, 2025	August 22, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 6-8: 550 students) Subjects: Math and ELA *K-8 math licenses include complimentary access to IXL's universal screener*	$9,900.00	$9,900.00
1	Volume discount	-$275.00	-$275.00
1	IXL Foundations II: Strategies for Data-Driven Classrooms (virtual professional learning session) *Unlimited instructor accounts included*	$695.00	$695.00
		SUBTOTAL	$10,320.00
		SALES TAX	--
		SHIPPING & HANDLING	--
		TOTAL DUE	$10,320.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to http://www.ixl.com/po-upload and enter quote # 3709333-2024-002-7. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #201987
June 10, 2024

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Irene Herrera-Cevallos
Vista Del Mar Middle School
4885 Del Sol Blvd.
San Diego, CA 92154

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Stephanie Souter	**A22-3709333**	**3709333-2024-002-7**	**Aug 22, 2024 – Aug 22, 2025**

PAYMENT PLAN

Amount	Invoice date
$10,320	**August 22, 2024**
TOTAL	**$10,320**

Price valid until August 22, 2024

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.

2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.

4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
   c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
   d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
   Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.

8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.

9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.

10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.

11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

AGENDA ITEM: RENEWAL OF THE TEACHERS PAY TEACHERS (TPT) SCHOOL ACCESS SUBSCRIPTION FOR VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:
Teachers Pay Teachers (TpT) School Access is a subscription for U.S. K-12 schools that gives teachers immediate access to comprehensive library of more than three million TpT resources. The subscription will equip educators with access to the resources and digital tools they need to teach at their best. TpT School Access unlocks access to a catalog of 4 million Pre-K-12 resources that includes EASEL suite of digital tools.

The Principal at Vista Del Mar Middle School is requesting approval to renew the Teachers Pay Teachers 1-year School Access subscription, which will give access to all teachers in the school. The services included in this subscription for Vista Del Mar include 400 Resource Licenses per year + Easel + Flex Catalog for one year.

RECOMMENDATION:
Approve the renewal of the Teachers Pay Teachers (TpT) School Access license subscription for Vista Del Mar Middle School during the 2024-25 school year at the total cost of $4,125.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal #1 Student Achievement: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. – Actions 1.14

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

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

$4,125.00	Title I Fund
(Amount)	(Name of funding source and/or location)

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

TPT School Access™

QUOTE

Company: Teacher Synergy LLC
Send Purchase Order to:
Attn: School Purchasing Department
PO Box 1411
New York, NY 10276

Date Issued: 04/04/2024
Expiration Date: 05/29/2024

Send Payment to:
Teacher Synergy LLC
75 Remittance Drive – Department 6759
Chicago, IL 60675-6759

SUBSCRIBER DETAILS:
Customer: Vista Del Mar Middle School
4885 DEL SOL BLVD
SAN DIEGO, CALIFORNIA, 92154

Sales Representative	TpT Quote ID
Erika Vallejo evallejo@teacherspayteachers.com	Q041859

Account Contact:
Name: Irene Herrera-Cevallos
Email Address: irene.herrera-cevallos@sysdschools.org

Invoicing Contact:
Name: Irene Herrera-Cevallos
Email Address: irene.herrera-cevallos@sysdschools.org

SUBSCRIPTION DETAILS:

USERS	SERVICE TERM(S)
Up to 30	**Start Date**: 07/25/2024 **End Date:** 07/24/2025 **Months: 12**

SERVICE	FEE
400 Resource Licenses Per Year + Easel + Flex Catalog	**4,125.00**

ADDITIONAL SERVICES:

SERVICE	LIST PRICE	DISCOUNT	PRICE
Professional Development	$500	100%	$0

TPT School Access™

QUOTE

PAYMENT TERMS:

Payment Due	Net 30 (from invoice date)
Payment Frequency*	Up Front/ Annual
Payment Method	Check
Currency	USD

*If Payment Frequency is Annual, each Term will be billed separately. Fees for the applicable Term will be invoiced at the start of the Term.

SUBTOTAL	4,125.00
Estimated Tax*	Tax Exempt
TOTAL	**$4125**

*Sales tax ultimately charged may differ. The final sales tax amount will be calculated when an invoice is created.

Directions: If you need to reference a purchase order for this order, you can write the PO # in the box to the right and submit your signed PO with this signed Quote.

Purchase Order # (if applicable, for reference only)

Authorized Signature

Name:

Title:

Date:

Terms & Conditions:

This Quote and your use of the TpT School Access Services is governed by our TpT School Access Subscription Terms ("Terms") found at the following URL: http://bit.ly/TpTSchoolAccessTerms which Terms are incorporated by reference into this Quote and together with this Quote and any incorporated policies (such as our Privacy Policies) form the "Agreement". The Subscription Term length is indicated above by the number of months listed in the Service Term table herein. If this is a purchase of a multi-year Subscription, the Subscription will be represented as a multiple of 12 month Terms as indicated (the "Subscription Commitment"), where access to the TpT School Access Platform renews every 12 months (for the number of users and the number of Resource Licenses designated herein) for the number of 12 month Subscription Terms indicated. The Platform Fee covers standard platform features currently available. TPT may introduce additional features available at an additional cost during the course of Subscription Commitment that Customer may be able to purchase by executing a Quote for such additional services and paying applicable fees. By signing this Quote, Customer agrees to be bound by the Agreement and the individual signing represents and warrants that he or she is authorized to bind Customer to the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Quote or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of Services to Customer following any issuance of a purchase order shall be deemed as Company's acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Company or otherwise have any force or effect.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

AGENDA ITEM: SECONDARY SCHOOL SUBSCRIPTION PACKAGE FROM 3RD MILLENNIUM CLASSROOMS FOR VISTA DEL MAR MIDDLE

BACKGROUND INFORMATION:

3rd Millennium Classrooms is an evidence-based online prevention and intervention program developed with industry leaders and subject matter experts to create engaging experiences that change behavior.

3rd Millennium offers Solutions for Secondary Schools, this subscription offers prevention education courses that are designed to engage and challenge students while providing them with the knowledge and skills they need to make healthy and positive choices in their lives. It also offers restorative solutions that do more than just punish students and take them away from the classroom.

These are the general topics offered for secondary schools: ▪ Nicotine, ▪ Alcohol, ▪ Cannabis and Other Drugs, ▪ Interpersonal Relationships, ▪ Mental Health, Parents and ▪ Red Flags.

The Principal at Vista Del Mar is requesting approval to purchase the Secondary School Subscription package from 3rd Millennium Classrooms to be used as a student prevention and intervention program during the 2024-25 school year. This one-year subscription includes unlimited enrollments in all student courses, administration portal, technical support, and student feedback reports.

RECOMMENDATION:

Approve the purchase of the Secondary School subscription package from 3rd Millennium Classrooms as a student prevention and intervention program for Vista Del Mar Middle School at the total cost of $2,500.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal #3 Student Engagement and School Climate - Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

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

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

$2,500.00	Title I Fund
(Amount)	(Name of funding source and/or location)

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

SECONDARY SCHOOL PRICING

UNLIMITED USE SUBSCRIPTION

BEST VALUE

$2,500
PER SCHOOL
UNLIMITED USE OF ALL COURSES FOR ONE YEAR

- AW Alcohol Wise SS
- UI Under the Influence
- CW Conflict Wise
- WB Wellbeing 101
- CN Cannabis Wise SS
- THC THC 101
- N Nicotine 101
- HH Hazing SS
- RR Respect & Resolve
- OD Other Drugs
- DEI Diversity, Equity & Inclusion
- PW Parent Wise

DISTRICT DISCOUNT

HIGH SCHOOLS **$2,500** + MIDDLE SCHOOLS **$1,000**

INCLUDE ALL HIGH SCHOOLS AND MIDDLE SCHOOLS TO RECEIVE THE DISTRICT DISCOUNT

INTERVENTION

EACH COURSE
$60 PER ENROLLMENT

- UI Under the Influence
- N Nicotine 101
- RR Respect & Resolve
- CW Conflict Wise
- THC THC 101
- OD Other Drugs

INTERVENTION COURSES CAN BE PAID BY PARENT/STUDENT OR SCHOOL

PARENT TRAINING

PW Parent Wise — **FREE**

STAFF TRAINING

RF Red Flags — **$60 / +$30 CEUs**

ALWAYS INCLUDED:

- Access to our free programs with any purchased course
- 7-Day support for students & staff
- Student Management System account for administrators
- Best practices consultation

There are no minimum usage requirements
and there is never any licensing fee or contract to sign.

3rd Millennium CLASSROOMS
(888) 810-7990
3RDMIL.COM

3rd Millennium CLASSROOMS

Vista Del Mar Middle School - Deal

Vista Del Mar Middle School
4885 Del Sol Blvd
San Diego, CA 92154
United States

Reference: 20231130-151929276
Quote created: November 30, 2023
Quote expires: February 28, 2024
Quote created by: Katherine Flores
"Program Director"
kflores@3rdmil.com

Irene Herrera-Cevallos
irene.herrera-cevallos@sysdschools.org
6196616753

Comments from Katherine Flores

Products & Services

Item & Description	Quantity	Unit Price	Total
Subscription Package Unlimited enrollments of all student courses	1	$2,500.00	$2,500.00
Administrator Portal - Unlimited Seats. Track student enrollments, progress, and completion records. Self-service course customization. Send student email reminders. Access billing records.	1	$0.00	$0.00
Support - 7-day Technical support for Students and Administrators. Dedicated Account Representative.	1	$0.00	$0.00

Item & Description	Quantity	Unit Price	Total
Student Feedback Reports - Includes eCHECKUP TO GO confidential, personalized results for each student.	1	$0.00	$0.00
	One-time subtotal		$2,500.00
	Total		**$2,500.00**

Purchase terms

Questions? Contact me



Katherine Flores
"Program Director"
kflores@3rdmil.com

3rd Millennium Classrooms
15900 La Cantera Pkwy
Suite 20265
San Antonio, TX 78256
US

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 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 SOFT SKILLS AHA TO IMPLEMENT THE SOFT SKILLS MIDDLE PROGRAM

BACKGROUND INFORMATION:
Soft Skills Middle is an engaging and foundation online program specifically designed to introduce middle schoolers to the concepts of personal and career exploration; to help them begin to identify their strengths, interests and values; and to prepare them for the future success in the classroom, in life, and eventually, in the workplace. Student Licenses include the following modules:

- *Career and Life Foundations* – learning activities including goal setting, personal interest surveys, learning style assessment and knowledge checks.
- *World of Work* – Students complete a Career Interest Survey then explore 16 Career Clusters.
- *Dream Big and GO Plan* – Student will create a Career Action Plan.

The Principal at Vista Del Mar Middle School is requesting approval to implement the Skills Middle Program from Soft Skills AHA during the 2024-2025 school year.

Cost Implications include: $300 for the licenses and modules for ten students.

RECOMMENDATION:
Approve the license subscription with Soft Skills AHA for the implementation of the Soft Skills Middle Program at Vista Del Mar Middle during the 2024-25 school year for a total cost of $300.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.
Goal 3: Student Engagement and School Climate - Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

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

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

$300.00	Title I Fund
(Amount)	(Name of funding source and/or location)

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

Privacy Policy

Soft Skills AHA has created this Privacy Policy to demonstrate our commitment to the privacy of our users. The Privacy Policy describes how Soft Skills AHA collects, uses, and discloses information collected through your use of this website, located at https://www.softskillsAHA.com/ ("Site") and services including, but not limited to, https://my.softskillsaha.com/. By accessing or using the Site and Services, you acknowledge and agree that you have read, understand, and agree to be bound by the Privacy Policy.

Information We Collect
We may collect and process the following data about you:

Personal Information
"Personal Information" is information that identifies you as an individual or relates to an identifiable individual.

- **For School Administration and Teachers**
    - **Registration:** The following Personal Information is collected from School Administrators and Teachers when they register their schools and Classrooms for Soft Skills AHA: First Name, Last Name, Email, Phone and Address.
    - **Additional Information:** The following Personal Information can be optionally entered by Instructors and Parents after registration: Bio, Gender, Birthday, Phone, Address.
- **For Students:**
    - **Registration:** The following Personal Information is collected from Students when they enroll into Soft Skills AHA: First Name, Last Name, Email or Username.
    - **Additional Information:** The following Personal Information can be optionally entered by Students after registration: Bio, Gender, Birthday.

Other Information
Information that you provide by filling in forms on our website www.softskillsaha.com. This includes information provided at the time of posting material or requesting information on services. We may also ask you for information when you report a problem with our site.
If you contact us by any means with queries, complaints etc., we may keep a record of that correspondence.
When you engage with us on social media.
Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own admin purposes or otherwise and the resources that you access.

IP address and Cookies
We may collect information about your computer, including where available your IP address, operating system and browser type/version, for system administration, security and user experience optimization purposes. This is statistical data about our users' browsing actions and patterns and does not identify any individual.
For the same reason, we may obtain information about your preferences by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalized service. They enable us:

- To estimate our audience size and usage pattern.
- To store information about your preferences, and so allow us to customize our site according to your individual interests.

- To recognize you when you return to our site.
- To track our website's reach and engagement on social networking sites.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site and/or your user experience when using our website might be affected. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you visit our site.
Please note that we also use third-party cookies (e.g. Google Analytics), over which we have no control. For more information please refer to our Cookie Policy.

Web Analytics
We use Google Analytics remarketing codes to log when users view specific pages or take specific actions on a website. This allows us to provide targeted advertising in the future. In some instances, we may use outside companies to display ads and collect information on our site. These ads may contain cookies for optimization purposes, and we do not have access to this information. These companies may use this information (not including your name, address, email address or telephone number) about your visits to this and other Web sites in order to provide advertisements on site, other Web sites and other forms of media about goods and services of interest to you. If you do not wish to receive this type of advertising from us in the future you can opt out using the DoubleClick opt-out page or the Network Advertising Initiative opt-out page.

Child Privacy
The Site and Services are not directed to anyone under the age of 13. The Site does not knowingly collect or solicit information from anyone under the age of 13 or allow anyone under the age of 13 to sign up for our Services. If we learn that we have gathered personal information from anyone under the age of 13 without consent of a parent, guardian, or their educational institution, we will delete that information as soon as possible. If an educational institution with children under the age of 13 uses our Services, the educational institution may also provide us with Personal Information about its students. We use student information to provide the Services to the educational institution and its students, consistent with this Privacy Policy.

How We May Use this Information
We may use the Personal Information we obtain about you to:

- create and manage your account, provide our Services, process payments, and respond to your inquiries.
- communicate with you to verify your account and for informational and operational purposes, such as account management, customer service, or system maintenance.
- aggregate your Personal Information for analytical purposes.
- operate, evaluate, and improve our business.
- better service you in responding to your customer service requests.
- ensure the security of our Services.
- enforce our agreements related to our Services and our other legal rights.
- comply with applicable legal requirements, industry standards.
-

How We Share Information
We do not sell, rent or trade your personal information to third parties for marketing purposes without your consent. We will give you the chance to refuse any marketing e-mail from us in all e-communications, but if you wish to unsubscribe or exercise your right to be forgotten at any time, please email info@softskillsaha.com.
Soft Skills AHA gathers and processes personal data in accordance with the Data Protection Act 1998 and the General Data Protection Regulations 2016. We only distribute your data within Soft Skills AHA.

Third Parties
We may disclose your personal information to third parties only under the following circumstances:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Soft Skills AHA or substantially all of its assets are acquired by a third party, in which case personal data held by it about its clients will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of Soft Skills AHA, our website, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

FERPA Requests
FERPA provides students with privacy rights and protection for educational personally identifiable information collected and processed on behalf of educational institutions receiving government funding from the U.S. Department of Education. FERPA provides students with rights to obtain from these educational institutions access to their educational records, as well as correction and amendment of their educational records. To the extent that data collected by Soft Skills AHA constitutes education records, Soft Skills AHA complies with FERPA requests received through the educational institutions using our Services.

How We Protect Information
Soft Skills AHA cares about safeguarding the confidentiality of your Personal Information. We utilize administrative and electronic measures designed to appropriately protect your Personal Information against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing of any Personal Information in our possession. Our Site is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our Site as safe as possible. Your Personal Information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential.
In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology. We implement a variety of security measures when a user places an order, enters, submits, or accesses their information to maintain the safety of your Personal Information. All transactions are processed through a gateway provider and are not stored or processed on our servers.
However, no security measures are perfect or impenetrable. We cannot guarantee that information about you will not be accessed, viewed, disclosed, altered, or destroyed by breach of any of our administrative, physical, and electronic safeguards, subject to requirements under applicable law to ensure or warrant information security. By using our Services, you acknowledge that you understand and agree to assume these risks.
In the event of any breach of security, confidentiality, or integrity of your unencrypted electronically stored Personal Information, we will make any legally-required disclosures to you via email or conspicuous posting on our Site in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system, and any other disclosures that may be required under applicable law. We also agree to the Individual Redress Principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.
We also take measures to delete your Personal Information or to store it in a form that does not permit identifying you when this information is no longer necessary for our processing purposes, unless we are required by law to keep this information for a longer period. When determining the retention period of your Personal Information, we consider various criteria, such as the type of products and services requested by or provided to you; the nature and length of our relationship with you; possible re-

enrollment with our Services; the impact on the Services we provide to you if we delete some information from or about you; mandatory retention periods provided by law; and the statute of limitations.

Disclaimer

The documents and related graphics published on www.softskillsaha.com may contain technical inaccuracies or typographical errors. Changes are periodically made to the information herein. Soft Skills AHA may make improvements and/or changes to the information and services described herein at any time. In no event shall Soft Skills AHA be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of information available on www.softskillsaha.com.

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Links to third party sites

This site www.softskillsaha.com includes links that will allow you to leave the site. These linked sites are not under the control of Soft Skills AHA and we are not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. Soft Skills AHA is providing these links only as a convenience, and the inclusion of a link does not imply endorsement by Soft Skills AHA of any site. The policies and procedures we described here do not apply to those sites. We suggest contacting those sites directly for information on their privacy, security, data collection, and distribution policies.

Your Rights and Choices

Communications

You may opt out of receiving marketing communications and other commercial emails from us. To opt out, please follow the unsubscribe instructions provided in any of the communications or by sending your request to us by completing the form found at https://www.softskillsaha.com/contact

Right to Personal Information

You have the right to request access and receive information about the Personal Information we maintain about you; to update and correct inaccuracies in your Personal Information; to have the information blocked, anonymized or deleted, as appropriate; or to exercise your right to data portability to transfer your Personal Information to another company.

Exercising Your Rights

To update your preferences, ask us to remove your information from our mailing lists, delete your account, or submit a request to exercise your rights to your Personal Information, please contact us as specified in the “Contact Us” at www.softskillsaha.com.

When we receive a verified request to delete your Personal Information, we will delete your Personal Information.

Updating this Privacy Policy

We strive for continuous improvement in our services, processes and protecting data subject rights. We will therefore update this privacy policy from time to time. Therefore, we advise you to check this policy on a regular basis.

This Website Privacy Policy was last updated July 1, 2023.

SoftSkills AHA

Quotation No. 6223

Prepared For
Vista Del Mar
4350 Otay Mesa Road
San Diego, CA
United States

Vendor
Soft Skills AHA
www.softskillsaha.com
843-290-2626
info@softskillsaha.com

Career and Life Foundations (CLF) Course Student Licenses are all inclusive of the following: **Career and Life Foundations (CLF) Course** – 8 module, online certificate program Each module consists of four interactive learning activities including goal setting, personal interest surveys, learning style assessment and knowledge checks. **Lesson topics include:** Self-Awareness, Social Awareness, Honesty, Responsibility, Communication, Problem Solving, Teamwork, Work Ethics **World of Work (WOW)** In this section, after completing a Career Cluster Interest Survey, students are introduced to the wonderful World of Work. As they virtually explore the 16 Career Clusters students watch short, fun and relatable videos, complete challenges, and earn badges that show they are now aware of the wide variety of exciting career opportunities awaiting them in the future. **Dream Big GO Plan** (Career Action Plan) Designed to help students transition successfully to high school, college, and the world beyond. In this third and final program section, students will work with their parents, teachers, and advisors to create a flexible going forward Career Action Plan. **NOTE:** Student licenses do not have an expiration date for activation and are good for all years of school.	**Students** 10	**Unit Price** $30	**Total** $300
		Total	$300

This quote is provided to assist you in either issuing a purchase order or in sending a check or supplying credit card information in payment for the product(s) listed. We will activate licenses as soon as possible after receipt of your purchase order or payment. For further assistance or to receive an official invoice contact Cindi@softskillsaha.com

We look forward to bringing Soft Skills to your school!

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Soft Skills High

2 Business name/disregarded entity name, if different from above
Soft Skills AHA

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
20 Ridgewood Lane

Requester's name and address (optional)

6 City, state, and ZIP code
Hilton Head Island SC 29928

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 5 - 2 2 4 8 3 8 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Cindy Rei Date ▶ 1-10-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 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 #11 (May 1, 2024 through May 31, 2024): ▪ General Fund: 0000011461-0000011489, 0000011491, 0000011493-0000011500, 0000011502-0000011542, 0000011545-0000011557, 0000011559-0000011560 ▪ Child Development Fund: 0000011543-0000011544 ▪ Child Nutrition Fund – 0000011501 ▪Building Measure U Fund: 0000011490, 0000011558 ▪ Capital Facilities Fund: 0000011492.

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District from May 1, 2024, through May 31, 2024. This includes all agreements and those 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$791,891.66
(Amount)

As listed above
(Name of funding source and/or location)

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

PURCHASE ORDERS REPORT (05/01/24 - 05/31/24)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/1/2024	0000011461	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	609.89
5/1/2024	0000011462	0000000606	KEYGUARD ASSISTIVE TECHNOLOGY	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	83.71
5/1/2024	0000011463	002355	I B TROPHIES & AWARDS	AWARDS & INCENTIVES	0100	0000000	4300000	025	236.46
5/1/2024	0000011464	002711	ROCHESTER 100 INC.	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	61.42
5/1/2024	0000011465	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	53.77
5/1/2024	0000011465	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	582.95
5/1/2024	0000011466	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	062	25.84
5/1/2024	0000011467	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300001	016	821.34
5/1/2024	0000011468	0000000651	LUCID8 LLC	CONTRACTED SERVICES	0100	0000000	5800006	067	1,915.00
5/2/2024	0000011469	0000000035	TAQUIZAS LOS CHUCHYS	CONTRACTED SERVICES	0100	0000000	4300015	024	1,435.50
5/2/2024	0000011469	0000000035	TAQUIZAS LOS CHUCHYS	CONTRACTED SERVICES	0100	0300486	4300000	024	1,435.50
5/2/2024	0000011470	000526	THE MASTER TEACHER	AWARDS & INCENTIVES	0100	0000002	4300000	062	575.77
5/2/2024	0000011471	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	025	665.36
5/2/2024	0000011472	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	5800002	063	4,423.13
5/2/2024	0000011473	0000000035	TAQUIZAS LOS CHUCHYS	CONTRACTED SERVICES	0100	0000000	4300015	018	1,131.00
5/2/2024	0000011474	004678	AMAZON CAPITAL SERVICES	AWARDS & INCENTIVES	0100	0000002	4300000	062	105.25
5/3/2024	0000011475	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	439.81
5/3/2024	0000011476	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	17.23
5/3/2024	0000011476	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	388.56
5/3/2024	0000011477	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	400.47
5/3/2024	0000011478	002754	EL TAPATIO CATERING	CONTRACTED SERVICES	0100	0000000	4300015	061	385.72
5/3/2024	0000011479	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	016	513.25
5/6/2024	0000011480	0000000495	CROWN AWARDS	AWARDS & INCENTIVES	0100	0000002	4300000	062	2,118.72
5/6/2024	0000011481	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	855.04
5/6/2024	0000011482	000809	OFFICE DEPOT	OFFICE MATERIALS	0100	0982000	4300011	074	636.11
5/6/2024	0000011483	004630	EDCO AWARDS & SPECIALTIES	AWARDS & INCENTIVES	0100	0000002	4300000	062	420.48
5/7/2024	0000011484	0000001109	TACOLAND	REFRESHMENTS	0100	0000000	4300015	022	1,468.12
5/7/2024	0000011485	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	40,254.80
5/7/2024	0000011485	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	1,050.50
5/8/2024	0000011486	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	022	2,087.33
5/9/2024	0000011487	0000000223	NINYO & MOORE	PROFESSIONAL SERVICES	0100	8150000	5600005	070	7,658.00
5/9/2024	0000011488	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	010	511.19
5/9/2024	0000011489	0000000873	TAQUIZAS VICTOR	REFRESHMENTS	0100	0000000	5800030	064	1,290.00
5/9/2024	0000011491	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	2,934.23

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/10/2024	0000011493	0000001027	BRIGHVIEW LANDSCAPE SERVICES	CONTRACTED SERVICES	0100	8150000	5600005	068	3,876.95
5/10/2024	0000011494	003102	SAN DIEGO COUNTY SCHOOL BOARDS	REGISTRATION FEES	0100	0000000	5800010	064	1,560.00
5/10/2024	0000011495	0000001027	BRIGHVIEW LANDSCAPE SERVICES	CONTRACTED SERVICES	0100	8150000	5600005	068	2,556.12
5/10/2024	0000011496	001980	VELOCITY TRUCK CENTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	1,995.63
5/10/2024	0000011497	0000000901	EMMA LANDCARE, INC	CONTRACTED SERVICES	0100	8150000	5600005	068	11,600.00
5/10/2024	0000011498	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	010	130.40
5/10/2024	0000011499	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	010	322.88
5/10/2024	0000011500	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	010	493.90
5/13/2024	0000011502	002355	I B TROPHIES & AWARDS	AWARDS & INCENTIVES	0100	0000002	4300000	062	282.95
5/14/2024	0000011503	0000000827	C&C GLASS	CONTRACTED SERVICES	0100	8150000	5600005	070	560.00
5/14/2024	0000011504	0000001112	RENATE DAVERSA	CONTRACTED SERVICES	0100	0000000	5800010	064	500.00
5/14/2024	0000011505	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	010	344.85
5/14/2024	0000011506	000579	DEPARTMENT OF INDUSTRIAL	CONTRACTED SERVICES	0100	8150000	5600005	070	1,275.00
5/14/2024	0000011507	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	6,120.12
5/14/2024	0000011508	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	420.23
5/15/2024	0000011509	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	012	981.49
5/15/2024	0000011510	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	603.91
5/15/2024	0000011511	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	025	2,640.47
5/15/2024	0000011512	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	95.13
5/16/2024	0000011513	0000001113	ATX LEARNING	PROFESSIONAL SERVICES	0100	6500000	5800010	054	6,000.00
5/16/2024	0000011514	0000001114	KONA ICE OF E CHULA VISTA	CONTRACTED SERVICES	0100	0300025	4300015	025	500.00
5/16/2024	0000011515	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	3,499.46
5/16/2024	0000011516	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	3,435.00
5/16/2024	0000011517	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	234.41
5/16/2024	0000011518	002355	I B TROPHIES & AWARDS	OFFICE MATERIALS	0100	0000000	4300001	025	22.63
5/16/2024	0000011519	002990	ULINE	MAINTENANCE MATERIALS	0100	0000000	4300011	020	355.04
5/16/2024	0000011520	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	7,229.30
5/16/2024	0000011521	0000000853	SCHOOL LIFE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	86.28
5/16/2024	0000011522	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	0980011	5800017	020	1,800.00
5/16/2024	0000011523	004678	AMAZON CAPITAL SERVICES	AWARDS & INCENTIVES	0100	0300563	4300333	050	14,760.14
5/16/2024	0000011524	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	5630000	4300001	050	2,046.17
5/16/2024	0000011525	002754	EL TAPATIO CATERING	REFRESHMENTS	0100	0000000	4300015	020	1,173.07
5/17/2024	0000011526	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	5600000	064	449.08
5/19/2024	0000011527	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	1,756.59

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/19/2024	0000011528	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	2,869.39
5/19/2024	0000011529	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	5640000	4300001	054	279.43
5/19/2024	0000011530	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	0100	0000000	5800007	071	2,205.00
5/19/2024	0000011531	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	016	2,786.67
5/20/2024	0000011532	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	9,419.51
5/20/2024	0000011533	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	2,435.40
5/20/2024	0000011534	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	96.96
5/20/2024	0000011535	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	2,444.84
5/21/2024	0000011536	0000001115	JACQUES PAVING, INC	CONTRACTED SERVICES	0100	8150000	5600005	068	3,400.00
5/21/2024	0000011537	003934	ANYTIME SIGN SOLUTION, INC	CONTRACTED SERVICES	0100	0000000	4300001	022	76.33
5/21/2024	0000011538	0000000871	EASTLAKE LIVING PARTY RENTALS	CONTRACTED SERVICES	0100	0000002	5600000	062	536.00
5/21/2024	0000011539	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	4,694.03
5/21/2024	0000011540	0000000863	MIGUEL DEGRACIA	CONTRACTED SERVICES	0100	0000002	5600000	050	2,000.00
5/22/2024	0000011541	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	025	572.37
5/22/2024	0000011542	000073	SOUTHLAND TECHNOLOGY, INC.	TECHNOLOGY MATERIALS	0100	4203000	4400000	014	5,154.25
5/22/2024	0000011545	0000001099	SO-CAL RATTLESNAKE REMOVAL	CONTRACTED SERVICES	0100	8150000	5600005	068	1,750.00
5/23/2024	0000011546	0000001116	GROUND PENETRATING RADAR SYSTEMS, LLC	CONTRACTED SERVICES	0100	8150000	5600005	070	950.00
5/23/2024	0000011547	0000000699	EL POLLO GRILL INC	REFRESHMENTS	0100	0000000	4300015	061	1,234.72
5/23/2024	0000011548	0000000091	AVID CENTER	REGISTRATION FEES	0100	3010003	5200003	061	21,978.00
5/23/2024	0000011549	0000001117	SAN DIEGO COUNTRY CLUB	CONTRACTED SERVICES	0100	0000000	5600002	071	2,505.60
5/23/2024	0000011550	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	2,225.62
5/23/2024	0000011551	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	1,560.04
5/23/2024	0000011552	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	024	510.70
5/24/2024	0000011553	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	018	465.85
5/24/2024	0000011554	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	016	316.36
5/24/2024	0000011555	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	016	1,536.53
5/24/2024	0000011556	0000000871	EASTLAKE LIVING PARTY RENTALS	CONTRACTED SERVICES	0100	0000002	5600000	050	450.00
5/24/2024	0000011557	0000000876	ABIGAIL GOMEZ	INSTRUCTIONAL MATERIALS	0100	0000002	5600000	050	2,000.00
5/30/2024	0000011559	0000000699	EL POLLO GRILL INC	CONTRACTED SERVICES	0100	0000005	4300015	061	303.95
5/30/2024	0000011560	0000000975	PEDRO GUERRERO	CONTRACTED SERVICES	0100	0000000	4300001	016	475.00
							Total for 0100		**234,531.20**
5/22/2024	0000011543	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	5210000	4300001	076	7,415.91

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
5/22/2024	0000011544	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	14,092.36
							Total for 1200		**21,508.27**
5/13/2024	0000011501	0000000614	LA BELLA PIZZA LLC	CAFETERIAS FOODS	1300	5310000	4300015	085	1,052.19
							Total for 1300		**1,052.19**
5/9/2024	0000011490	0000000223	NINYO & MOORE	CONTRACTED SERVICES	2133	9010309	6200040	312	13,520.00
5/9/2024	0000011490	0000000223	NINYO & MOORE	CONTRACTED SERVICES	2133	9010309	6200040	316	13,520.00
5/30/2024	0000011558	0000001107	GAFCON INC.	CONTRACTED SERVICES	2133	9010305	6200076	311	273,000.00
							Total for 2133		**300,040.00**
5/10/2024	0000011492	0000001111	AMERICAN MODULAR SYSTEMS INC	CONTRACTED SERVICES	2518	9010501	6200076	324	234,760.00
							Total for 2515		**234,760.00**
							Grand Total		**791,891.66**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:
The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at the San Diego County Office of Education and then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of May 1, 2024 through May 31, 2024 with checks #14-145815 through #14-158095 for a total expenditure of $2,106,205.82 from the following sources:

General Fund - $1,695,680.02
Child Development Fund- $ 10,239.27
Child Nutrition Fund -$ 295,430.28
Building Fund Prop -$ 103,270.75
Capital Facilities Fund- $1,585.50

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District from May 1, 2024 to May 31, 2024. This includes all agreements and those 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.

LCAP 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 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,106,205.82	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Expenditure Report

5/1/2024-5/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14145815	KEENAN & ASSOCIATES	5/2/2024	1320.42	0100	PROFESSIONAL SERVICES
14145816	KARINA VICTORINO	5/2/2024	123.45	0100	REIMBURSEMENT
14145817	T-MOBILE	5/2/2024	3150.63	0100	CONTRACTED SERVICES
14145818	BUILDING RESOURCES	5/2/2024	110376.22	0100	PROFESSIONAL SERVICES
14145819	PACIFIC PURE WATER SYSTEMS LLC	5/2/2024	64.65	0100	CONTRACTED SERVICES
14145820	MARTHA RIVAS	5/2/2024	118.80	0100	REIMBURSEMENT
14145821	SAFEWAY INC. -VONS DIVISION	5/2/2024	125.82	0100	REFRESHMENTS
14145822	OFFICE DEPOT	5/2/2024	5575.63	0100	OFFICE SUPPLIES
14145823	CDW GOVERNMENT LLC	5/2/2024	1294.16	0100	TECHNOLOGY SUPPLIES
14145824	REPUBLIC SERVICES	5/2/2024	44255.26	0100	UTILITIES
14145825	RCP BLOCK & BRICK	5/2/2024	547.30	0100	GROUNDS SUPPLIES
14145826	ACP DIRECT	5/2/2024	1373.56	0100	TECHNOLOGY MATERIALS
14145827	ROAD ONE TOWING	5/2/2024	225.00	0100	CONTRACTED SERVICES
14145828	FEDEX	5/2/2024	88.20	0100	CONTRACTED SERVICES
14145830	AMAZON CAPITAL SERVICES	5/2/2024	1567.22	0100	INSTRUCTIONAL MATERIALS
14145831	THE MARKERBOARD PEOPLE	5/2/2024	1050.00	0100	INSTRUCITONAL MATERIALS
14145832	BrainPOP LLC	5/2/2024	1395.00	0100	INSTRUCTIONAL MATERIALS
14147335	TAQUIZAS LOS CHUCHYS	5/6/2024	4002.00	0100	CONTRACTED SERVICES
14147336	SAN DIEGO CENTER FOR VISION	5/6/2024	590.00	0100	PROFESSIONAL SERVICES
14147337	NAUMANN HOBBS MATERIAL	5/6/2024	196.47	0100	CONTRACTED SERVICES
14147338	C&C GLASS	5/6/2024	1560.00	0100	MAINTENANCE SUPPLIES
14147339	E MUSIC THERAPY CENTER OF CALIFOR	5/6/2024	800.00	0100	PROFESSIONAL SERVICES
14147340	MICHAEL FERGUSON	5/6/2024	20160.00	0100	PROFESSIONAL SERVICES
14147341	ECURITAS TECHNOLOGY CORPORATIO	5/6/2024	285.00	0100	CONTRACTED SERVICES
14147342	MODULARHOSE.COM	5/6/2024	193.38	0100	INSTRUCTIONAL MATERIALS
14147343	HAWTHORNE MACHINERY	5/6/2024	1146.65	0100	CONTRACTED SERVICES
14147344	NEXT DAY PRINTED TEES	5/6/2024	5497.19	0100	OFFICE MATERIALS
14147345	A-Z BUS SALES, INC.	5/6/2024	779.17	0100	MECHANICAL SUPPLIES
14147347	MPC ELECTRONICS INC	5/6/2024	21.74	0100	TECHNOLOGY SUPPLIES
14147348	BrainPOP LLC	5/6/2024	8802.00	0100	CONTRACTED SERVICES
14148629	ORODATA RECORDS MANAGEMENT, IN	5/9/2024	258.71	0100	CONTRACTED SERVICES

Expenditure Report

5/1/2024-5/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14148630	P.I.P.S.	5/9/2024	73540.38	0100	PROFESSIONAL SERVICES
14148631	KEENAN & ASSOCIATES	5/9/2024	2315.84	0100	PROFESSIONAL SERVICES
14148632	MAXIM HEALTHCARE SERVICES INC	5/9/2024	75385.60	0100	PROFESSIONAL SERVICES
14148633	OSCAR MADERA	5/9/2024	135.00	0100	REIMBURSEMENT
14148634	DANNIS WOLIVER KELLEY	5/9/2024	10186.00	0100	LEGAL FEES
14148635	FACTS EDUCATION SOLUTIONS LLC	5/9/2024	1265.00	0100	CONTRACTED SERVICES
14148636	ANIXTER INC.	5/9/2024	281.88	0100	MAINTENANCE SUPPLIES
14148637	TRANSFINDER CORPORATION	5/9/2024	7400.00	0100	SOFTWARE
14148638	JACK'S KEY SHOP	5/9/2024	3500.00	0100	CONTRACTED SERVICES
14148639	THE STEPPING STONE GROUP	5/9/2024	22092.91	0100	PROFESSIONAL SERVICES
14148640	SOLIANT HEALTH LLC	5/9/2024	11980.00	0100	PROFESSIONAL SERVICES
14148641	FOUNDATION BUILDING MATERIALS LLC	5/9/2024	178.77	0100	MAINTENANCE SUPPLIES
14148642	EINSTEIN BROS BAGELS	5/9/2024	290.38	0100	REFRESHMENTS
14148643	TANYA KELLER	5/9/2024	6337.50	0100	PROFESSIONAL SERVICES
14148644	EMILY N STEWART CONSULTING	5/9/2024	8700.00	0100	PROFESSIONAL SERVICES
14148645	NATIONAL CITY TROPHY	5/9/2024	1094.03	0100	AWARDS & INCENTIVES
14148646	RADIANT KIDS THERAPY	5/9/2024	2200.00	0100	PROFESSIONAL SERVICES
14148647	SIGNA DIGITAL SOLUTIONS, INC	5/9/2024	11718.27	0100	CONTRACTED SERVICES
14148648	CYNTHIA M FRAZEE	5/9/2024	2212.50	0100	PROFESSIONAL SERVICES
14148649	GREGORY SHERMAN	5/9/2024	550.26	0100	REIMBURSEMENT
14148650	ACIFIC MANUFACTURING INCORPORATI	5/9/2024	2188.35	0100	CONOTRACTED SERVICES
14148651	SUNBELT STAFFING	5/9/2024	14720.00	0100	PROFESSIONAL SERVICES
14148652	SO-CAL RATTLESNAKE REMOVAL	5/9/2024	1500.00	0100	CONTRACTED SERVICES
14148654	TACOLAND	5/9/2024	1468.12	0100	REFRESHMENTS
14148655	STANDARD ELECTRONICS	5/9/2024	25985.00	0100	CONTRACTED SERVICES
14148656	CURRICULUM ASSOC. INC.	5/9/2024	12295.73	0100	INSTRUCTIONAL MATERIALS
14148657	THE INSTITUTE FOR EFFECTIVE	5/9/2024	34413.42	0100	PROFESSIONAL SERVICES
14148658	SOUTH BAY FENCE, INC.	5/9/2024	2895.00	0100	CONTRACTED SERVICES
14148659	PENSKE TRUCK LEASING	5/9/2024	339.16	0100	CONTRACTED SERVICES
14148660	EWING IRRIGATION	5/9/2024	5641.19	0100	GROUND SUPPLIES
14148661	WILLYS ELECTRONIC SUPPLY CO.	5/9/2024	155.78	0100	TECHNOLOGY SUPPLIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14148662	EL TAPATIO CATERING	5/9/2024	385.72	0100	CONTRACTED SERVICES
14148663	PARENT INSTITUTE FOR QUALITY	5/9/2024	15175.00	0100	PROFESSIONAL SERVICES
14148664	VALLEY INDUSTRIAL SPECIALTIES	5/9/2024	1348.02	0100	MAINTENANCE SUPPLIES
14148665	SOUTHWEST SCHOOL & OFFICE	5/9/2024	517.25	0100	INSTRUCTIONAL MATERIALS
14148666	SAN YSIDRO SCHOOL DISTRICT	5/9/2024	9525.90	0100	PCARD REPLENISH
14148667	BEST BEST & KRIEGER LLP	5/9/2024	41305.30	0100	LEGAL SERVICES
14148668	DASH MEDICAL GLOVE INC.	5/9/2024	2146.79	0100	MEDICAL SUPPLIES
14148669	SIR SPEEDY PRINTING 02890	5/9/2024	499.96	0100	OFFICE MATERIALS
14148670	NIRVANA BUSTOS	5/9/2024	61.51	0100	MILEAGE
14150585	ADRIANA GARCIA	5/13/2024	110.54	0100	REIMBURSEMENT
14150588	SDSU RESEARCH FOUNDATION/NCUSTI	5/13/2024	8750.00	0100	PROFESSIONAL SERVICES
14150589	TAQUIZAS VICTOR	5/13/2024	1290.00	0100	REFRESHMENTS
14150590	RODRIGO AMEZQUITA	5/13/2024	189.62	0100	REIMBURSEMENT
14150591	CYNTHIA M FRAZEE	5/13/2024	2287.50	0100	PROFESSIONAL SERVICES
14150593	ELIUD LAGARDA	5/13/2024	181.72	0100	REIMBURSEMENT
14150597	HOME DEPOT	5/13/2024	7497.74	0100	TRANSPORTATION SUPPLIES
14150598	GOPHER SPORT	5/13/2024	4045.73	0100	INSTRUCTIONAL MATERIALS
14150599	ATKINSON, ANDELSON, LOYA, RUUD	5/13/2024	2568.22	0100	LEGAL FEES
14150600	UNITED RENTALS	5/13/2024	7763.13	0100	CONTRACTED SERVICES
14150606	BEST BEST & KRIEGER LLP	5/13/2024	18397.70	0100	LEGAL FEES
14150608	MONTGOMERY HARDWARE CO.	5/13/2024	4379.89	0100	MAINTENANCE SUPPLIES
14150609	AMAZON CAPITAL SERVICES	5/13/2024	11649.58	0100	AWARDS AND INCENTIVES
14150613	STOTZ EQUIPMENT	5/13/2024	2924.43	0100	CONTRACTED SERVICES
14152034	RICK QUINTANA	5/16/2024	180.49	0100	REIMBURSEMENT
14152035	BMR HEALTH SERVICES, INC	5/16/2024	84480.00	0100	PROFESSIONAL SERVICES
14152036	MARISELA GONZALEZ	5/16/2024	162.27	0100	REIMBURSEMENT
14152039	DENISE VILLEZCAS	5/16/2024	247.84	0100	REIMBURSEMENT
14152040	OSCAR MADERA	5/16/2024	93.27	0100	REIMBURSEMENT
14152041	KARINA VICTORINO	5/16/2024	214.42	0100	REIMBURSEMENT
14152042	ACCO ENGINEERED SYSTEMS, INC.	5/16/2024	392.00	0100	CONTRACTED SERVICES
14152044	MARIANNA ROCHIN	5/16/2024	232.15	0100	REIMBURSEMENT

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14152046	BLUUM USA, INC.	5/16/2024	4997.62	0100	TECHNOLOGY EQUIPMENT
14152048	PROCARE THERAPY	5/16/2024	96381.15	0100	PROFESSIONAL SERVICES
14152049	DARLENE HERBERT	5/16/2024	210.16	0100	REIMBURSEMENT
14152050	ROBIN WORLEY	5/16/2024	59.23	0100	REIMBURSEMENT
14152051	CANON FINANCIAL SERVICES, INC	5/16/2024	7028.29	0100	LEASE AGREEMENT
14152052	POLAR ELECTRICAL COMPANY	5/16/2024	2874.70	0100	CONTRACTED SERVICES
14152054	DAVID PEREZ	5/16/2024	227.11	0100	REIMBURSEMENT
14152055	JEFFREY MARSHALL	5/16/2024	161.58	0100	REIMBURSEMENT
14152056	CITY TREASURER	5/16/2024	13201.40	0100	UTILITIES
14152057	WAXIE SANITARY SUPPLY	5/16/2024	4761.90	0100	CUSTODIAL SUPPLIES
14152058	PARADIGM HEALTHCARE SERVICES	5/16/2024	3195.00	0100	PROFESSIONAL SERVICES
14152059	GRAINGER	5/16/2024	399.50	0100	MAINTENANCE SUPPLIES
14152060	DEPARTMENT OF INDUSTRIAL	5/16/2024	1275.00	0100	CONTRACTED SERVICES
14152061	EFRAIN BURCIAGA	5/16/2024	95.52	0100	REIMBURSEMENT
14152062	CAROLINA HERNANDEZ	5/16/2024	41.14	0100	MILEAGE
14152063	WIRELESS PROS	5/16/2024	32.63	0100	TECHNOLOGY SUPPLIES
14152064	LAURA ENGLISH	5/16/2024	119.52	0100	REIMBURSEMENT
14152065	FEDEX	5/16/2024	181.15	0100	CONTRACTED SERVICES
14152066	ULINE	5/16/2024	1025.20	0100	MAINTENANCE MATERIALS
14152067	VERONICA MEDINA	5/16/2024	86.62	0100	REIMBURSEMENT
14152068	OPTIMUM FLOORCARE	5/16/2024	55.40	0100	CUSTODIAL SUPPLIES
14152069	ELIZABETH GOMEZ	5/16/2024	200.11	0100	REIMBURSEMENT
14152070	DELL TECHNOLOGIES INC.	5/16/2024	9794.56	0100	TECHNOLOGY EQUIPMENT
14152071	AMAZON CAPITAL SERVICES	5/16/2024	6371.25	0100	TECHNOLOGY SUPPLIES
14154882	DALE SCOTT & COMPANY, INC.	5/23/2024	5150.00	0100	PROFESSIONAL SERVICES
14154883	THE STEPPING STONE GROUP	5/23/2024	25013.26	0100	PROFESSIONAL SERVICES
14154884	THE SPEECH PATHOLOGY GROUP, INC	5/23/2024	49740.80	0100	PROFESSIONAL SERVICES
14154885	METAL SUPERMARKETS SAN DIEGO	5/23/2024	1240.59	0100	MAINTENANCE SUPPLIES
14154886	RENATE DAVERSA	5/23/2024	60.00	0100	CONTRACTED SERVICES
14154887	KONA ICE OF E CHULA VISTA	5/23/2024	500.00	0100	CONTRACTED SERVICES
14154888	WAXIE SANITARY SUPPLY	5/23/2024	37819.02	0100	CUSTODIAL SUPPLIES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14154889	PARADIGM HEALTHCARE SERVICES	5/23/2024	536.49	0100	PROFESSIONAL SERVICES
14154891	CALIFORNIA DEPT. OF JUSTICE	5/23/2024	294.00	0100	CONTRACTED SERVICES
14154892	ATKINSON, ANDELSON, LOYA, RUUD	5/23/2024	4423.13	0100	LEGAL FEES
14154893	TURF STAR INC.	5/23/2024	233.60	0100	GROUNDS SUPPLIES
14154894	YMCA OF SAN DIEGO COUNTY	5/23/2024	440994.66	0100	PROFESSIONAL SERVICES
14154895	WALMART	5/23/2024	1735.17	0100	INSTRUCTIONAL SUPPLIES
14154896	AMAZON CAPITAL SERVICES	5/23/2024	1080.78	0100	INSTRUCTIONAL MATERIALS
14154897	SPARKLETTS	5/23/2024	806.59	0100	CONTRACTED SERVICES
14156431	DAILY JOURNAL CORPORATION	5/28/2024	73.50	0100	CONTRACTED SERVICES
14156432	CROWN AWARDS	5/28/2024	597.77	0100	AWARDS AND INCENTIVES
14156433	EL POLLO GRILL INC	5/28/2024	1234.72	0100	REFRESHMENTS
14156434	EDTHEORY LLC	5/28/2024	29570.25	0100	PROFESSIONAL SERVICES
14156435	EINSTEIN BROS BAGELS	5/28/2024	472.83	0100	REFRESHMENTS
14156436	MIGUEL DEGRACIA	5/28/2024	2000.00	0100	CONTRACTED SERVICES
14156437	EASTLAKE LIVING PARTY RENTALS	5/28/2024	536.00	0100	CONTRACTED SERVICES
14156438	ɔUND PENETRATING RADAR SYSTEMS,	5/28/2024	950.00	0100	CONTRACTED SERVICES
14156439	SAN DIEGO COUNTRY CLUB	5/28/2024	500.00	0100	CONTRACTED SERVICES
14156440	SAN DIEGO GAS & ELECTRIC	5/28/2024	90612.87	0100	UTILITIES
14156441	CDW GOVERNMENT LLC	5/28/2024	35090.00	0100	CONTRACTED SERVICES
14156442	WILLIAM V. MAC GILL & CO.	5/28/2024	677.27	0100	MEDICAL SUPPLIES
14156443	SAN DIEGO COUNTY SUPERINDENT	5/28/2024	5000.00	0100	REGISTRATION FEES
14156444	EL TAPATIO CATERING	5/28/2024	1173.07	0100	REFRESHMENTS
14156445	R&R CONTROLS INC	5/28/2024	485.00	0100	CONTRACTED SERVICES
14158081	IRENE HERRERA-CEVALLOS	5/30/2024	160.73	0100	REIMBURSEMENT
14158082	MARISA DORADO	5/30/2024	169.51	0100	REIMBURSEMENT
14158083	MARK KIRCHER	5/30/2024	64.59	0100	MILEAGE
14158084	EFRAIN IVAN MANRIQUEZ	5/30/2024	168.50	0100	MILEAGE
14158085	NOHEMY YESCAS	5/30/2024	183.11	0100	REIMBURSEMENT
14158086	MARGARITA MEZA	5/30/2024	44.53	0100	REIMBURSEMENT
14158087	WEX BANK	5/30/2024	5769.88	0100	CONTRACTED SERVICES
14158088	KARLA MONTANEZ	5/30/2024	187.88	0100	REIMBURSEMENT

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14158089	MARIANNA ROCHIN	5/30/2024	35.78	0100	MILEAGE
14158090	C&C GLASS	5/30/2024	1760.00	0100	CONTRACTED SERVICES
14158091	ACIFIC MANUFACTURING INCORPORATI	5/30/2024	1228.35	0100	CONTRACTED SERVICES
14158092	EARL KIM	5/30/2024	375.00	0100	REIMBURSEMENT
14158093	OFFICE DEPOT	5/30/2024	5034.73	0100	OFFICE SUPPLIES
14158094	PATRICIA CARO	5/30/2024	25.84	0100	REIMBURSEMENT
14158095	MAYURA VONGSAVATH	5/30/2024	181.09	0100	REIMBURSEMENT
Total Fund 01			**$ 1,695,680.02**		
14145829	SIR SPEEDY PRINTING 02890	5/2/2024	1065.64	1200	OFFICE SUPPLIES
14147346	SMART & FINAL	5/6/2024	75.10	1200	REFRESHMENTS
14148644	EMILY N STEWART CONSULTING	5/9/2024	5350.00	1200	PROFESSIONAL SERVICES
14148653	STEPHANIE WOODEN	5/9/2024	76.04	1200	MILEAGE
14154890	UC REGENTS	5/23/2024	3315.00	1200	PROFESSIONAL SERVICES
14154895	WALMART	5/23/2024	357.49	1200	INSTRUCTIONAL MATERIALS
Total Fund 12			**$ 10,239.27**		
14145822	OFFICE DEPOT	5/2/2024	623.66	1300	CAFETERIA SUPPLIES
14148628	ANA BUSH	5/9/2024	313.22	1300	MILEAGE
14150583	ANA BUSH	5/13/2024	658.86	1300	REIMBURSEMENT
14150584	GOLD STAR FOODS	5/13/2024	147144.02	1300	CAFETERIA FOOD
14150586	PANERA BREAD COMPANY	5/13/2024	6249.04	1300	REFRESHMENTS
14150587	SYSCO SAN DIEGO INC.	5/13/2024	39936.96	1300	CAFETERIA FOODS
14150592	HALLOCK DERICKSON DAVIS	5/13/2024	5537.00	1300	CAFETERIA FOODS
14150594	HOLLANDIA DAIRY INC.	5/13/2024	39469.36	1300	CAFETERIA FOODS
14150595	SAFEWAY INC. -VONS DIVISION	5/13/2024	368.71	1300	REFRESHMENTS
14150596	P&R PAPER SUPPLY COMPANY, INC.	5/13/2024	12435.42	1300	CAFETERIA PAPER GOODS
14150601	LLOYD PEST CONTROL CO.	5/13/2024	273.00	1300	CONTRACTED SERVICES
14150602	VELOCITY TRUCK CENTERS	5/13/2024	2368.14	1300	CONTRACTED SERVICES
14150603	CALIFORNIA DEPARTMENT OF	5/13/2024	14.25	1300	CONTRACTED SERVICES
14150604	ACE COOLERS INC	5/13/2024	4827.74	1300	CONTRACTED SERVICES
14150605	MEXAM ENTERPRISES, INC.	5/13/2024	154.40	1300	CAFETERIA SUPPLIES
14150607	AMERICAN PRODUCE DISTRIBUTORS	5/13/2024	20070.18	1300	CAFETERIA FOODS

Expenditure Report

5/1/2024-5/31/2024

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14150612	DOMINOS PIZZA	5/13/2024	13934.13	1300	CAFETERIA FOODS
14152043	LA BELLA PIZZA LLC	5/16/2024	1052.19	1300	CAFETERIAS FOODS
Total Fund 13			**$ 295,430.28**		
14152037	NINYO & MOORE	5/16/2024	2864.50	2133	PROFESSIONAL SERVICES
14152038	COLBI TECHNOLOGIES, INC	5/16/2024	90266.25	2133	CONTRACTED SERVICES
14152045	TOM SILVA CONSULTING	5/16/2024	962.50	2133	PROFESSIONAL SERVICES
14152047	PBK ARCHITECTS INC	5/16/2024	5400.00	2133	CONTRACTED SERVICES
14152053	SCHOOL FACILITY CONSULTANTS	5/16/2024	3777.50	2133	PROFESSIONAL SERVICES
Total Fund 12			**$ 103,270.75**		
14148634	DANNIS WOLIVER KELLEY	5/9/2024	1585.50	2518	LEGAL FEES
Total Fund 2518			**$ 1,585.50**		
Gran total			$ 2,106,205.82		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 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 No. 23/24-0006, 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 2023-24 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 2023-2024 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

June 20, 2024

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	BorderLan's Fortigate Forticare Support Subscription Renewal	Subscription renewal (2024-25)	$19,800.00	General	Adrianzen/Lewis
2	Connect4Kids	Amendment No. 4 - Independent psychological and academic evaluations for students with special needs. (2023-24)	$21,870.00	Special Education	Little/Madera
3	Gustavo Lopez	To provide DJ services for the San Ysidro Middle School's 8th grade promotion dance. (2023-24)	$500.00	ASB	Little/Ruiz
4	Domino's Pizza	To provide delivery of ready to serve pizza to all school sites on an "as needed" basis.	$30,000.00	Child Nutrition	Iniguez
5	Jewish Family Services	To provide the "Triple P" Positive Parenting Program to children and families. (2024-25)	N/A	N/A	Little/Pretzer
6	Leadership Associates, LLC	To provide leadership training and consulting services. (2024-25)	$10,000.00	General	Potter
7	Learning Genie, Inc.	To provide Contactless Modules for attendance and reporting solutions for the Preschool & Child Development programs. (2024-25)	$6,737.50	Preschool & Child Development	Little/Pretzer
8	Lucid8	Subscription renewal of the DigiScope Maintenance Support. (2024-25)	$1,915.00	General	Adrianzen/Lewis
9	Our Lady of Mt. Carmel School	Amendment - to extend the term to September 30, 2024 for the Title II funds and services. (2023-24)	$9,321.94	Title II	Little/Ramos
10	SBCS Corporation	HERE Now Program for 2024-25.	NA	NA	Little/Villezcas
11	SDCOE	Learning and Leadership Division - to provide math professional learning services to middle school teachers. (2024-25)	$10,665.00	Title II	Little
12	SDCOE	WRITE Foundations Training Services (2024-25)	$4,500.00	Title II	Little
13	SDCOE	Library Media Services Subscription - Librarian of Record (2024-25)	$2,087.40	General	Little
14	Expatiate Communications and South County SELPA	To provide the iTAAP software. (2024-25)	$17,300.00	General & Special Education	Little
15	Twig Education	To provide teacher professional development sessions. (2024-25)	$10,000.00	Title II	Little
16	Villalva Trucking and Training	Provide transportation compliance services on an "as needed" basis. (2024-25)	$10,000.00	General	Iniguez

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 20, 2024

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: BORDERLAN'S FORTIGATE FORTICARE SUPPORT SUBSCRIPTION RENEWAL

BACKGROUND INFORMATION:
The District has previously purchased and installed FortiGate's hardware firewall system, vital to the safety and security of our computer network and its data. This system protects technologies within our data network from outside threats and provides internet filtering for staff and students. To operate correctly, this system requires a yearly service and maintenance subscription, including technical support and software updates.

BorderLAN is a reseller that specializes in protecting businesses, governments, and schools from advanced network threats and can provide renewals for this system.

BorderLAN	
FortiGate Support and Firewall Services Renewal (1 year)	$19,800.00

RECOMMENDATION:
Approve the BorderLan FortiGate FortiCare Support Subscription renewal for 2024-25 at a cost of $19,800.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$19,800.00 (Amount)

General Fund (Name of funding source and/or location)

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

San Ysidro Renewal Quote - FortiGate 1500D UTP - 2024 - 2025

QUOTE # 20240519-132258537

Issued
May 19, 2024

Expires
August 17, 2024

BorderLAN Cybersecurity
950 Boardwalk #300

San Marcos, CA 92078

Matt Killian
Sales Manager
+17602324660
matt@borderlan.com
www.borderlan.com

Prepared for

San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92154
United States

Todd Lewis
Director of Education Technology
todd.lewis@sysdschools.org
(619) 428-4476 ext. 3062

BorderLAN, Inc., founded in 1997, is a large cybersecurity provider to over 1,000 school districts and hundreds of cities and businesses nationwide protecting over 3 million computers. BorderLAN researches industry-defining manufacturers and presents the best suited options to their customers with the intent to help remove blind spots and provide 24/7 protection in effective and affordable ways.

Comments

Products & Services

Product	Product Description	Quantity	Unit price	Extended Price
FG-1500D UTP	FortiGate 1500D UTP and 24X7 FortiCare Support Renewal 1 Year of Service 9/30/2024 - 9/30/2025 Serial # FG1K5D3I16802724 Electronic Delivery	1	$19,800.00	$19,800.00 for 1 year

One-time subtotal	$19,800.00
Total	**$19,800.00**
Total contract value	**$19,800.00**

THIS QUOTATION CONTAINS PROPRIETARY INFORMATION AND IS CONFIDENTIAL, INTENDED FOR USE BY YOUR COMPANY ONLY, AND ONLY FOR THE USER IDENTIFIED ABOVE.

Terms and Conditions

This Quote is intended by the Customer as an Agreement to Purchase the products and services listed herein. The amounts and items listed supersede all prior agreements, both oral and written. Once accepted you Agree to also provide BorderLAN Inc., with a Purchase Order, or an accounting approval emailed to accounting@borderlan.com or faxed to (860) 736-8100. Upon your acceptance of this Quote, you agree to have BorderLAN Inc. invoice you for the amount described in the payment terms plus any taxes or fees applicable to this transaction. Information on payment methods (ACH or check) will be included on the invoice. If paying by credit card, a processing fee will be added to the total when calling accounting to process your Credit Card payment over the phone. If you have any questions for our team, or want to pay by Credit Card, please call us at (855) 945-8100

SHIPPING DELAYS AND EQUIPMENT AVAILABILITY

Due to the current global supply chain condition, especially with physical technology equipment, shipping delays OR partial/incomplete shipments may occur. Availability or status of availability of equipment and/or accessories from vendors are subject to availability of the product components. BorderLAN will

order equipment based on acceptance of this quote, and customer must pay for equipment according to the net terms offered. BorderLAN will order equipment or subscriptions upon acceptance of this quote and pay for equipment or subscription per the terms BorderLAN is required to pay, thus the Customer Agrees a cancellation is not allowable once this quote is Accepted. In such case of product delay, BorderLAN will communicate with vendors/partners and work diligently to fulfill all backordered/delayed equipment items as soon as possible.

Project Acceptance

Signature

Signature _____ **Date** _____

Marilyn Adrianzen, CBO

Printed name

Board approved: _____

Download

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 4 TO THE CONNECT4KIDS PSYCHOLOGICAL SERVICES AGREEMENT

BACKGROUND INFORMATION:
Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

Connect4Kids Psychological Services, an independent agency, has been selected by the parents to perform independent psychological and academic evaluations for their child with special needs.

This amendment includes additional services for students. The compensation will increase from $18,230.00 to $21,870.00 for the 2023-24 Fiscal Year.

RECOMMENDATION:
Approve/Ratify Amendment No. 4 to the Connect4Kids Psychological Services Agreement to provide independent psychological and academic evaluations for students with special needs in the amount of $21,870.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, 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.

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

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

$21,870.00	Special Education Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 4

The Professional Services Agreement between San Ysidro School District (District) and Connect4Kids Psychological Services (Consultant) was entered on July 14, 2023, to provide independent psychological and academic evaluations for students with special needs.

Amendment No. 1 - The following sections are being amended.

- EXHIBIT A: Add the following to the Scope of Work.
    - Adding services for a student at ($3,640.00)

- SECTION 2.1 FEES: The cost implication for the additional services described above will increase from $18,230.00 to $21,870.00. The new not-to-exceed contract total is $21,870.00

All other Terms and Conditions of the Agreement dated July 14, 2023, remain the same.

The District and Consultant, 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.

Connect4Kids Psychological Services	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Crystal Bejarano, Psy.D. – Executive Director	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
4/15/2024	
Date:	Date
	Board Approved/Ratified

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
San Ysidro Middle School
Mairen Ruiz, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH GUSTAVO LOPEZ

BACKGROUND INFORMATION:
The San Ysidro Middle School's Associated Student Body (ASB) hosts a dance for approximately 200 8th graders that will be promoting to High School. This year, the ASBs voted and approved to have their 8th grade dance off site as indicated below. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

The ASB has approved the expense to have a DJ during their event.

School	Date	Location	Cost
San Ysidro Middle School	May 29, 2024	LCT Bayside Pavilion Marina	$500.00

RECOMMENDATION:
Approve/Ratify the agreement with Gustavo Lopez, an independent contractor, to provide DJ services for the San Ysidro Middle School's 8th grade promotion dance at an estimated cost of $500.00 from ASB funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$500.00
(Amount)

SYMS ASB Funds
(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT SERVICE PROVIDER

THIS CONTRACT made and entered into on ___22nd of **May 2024** by and between **GUSTAVO LOPEZ**, an Independent Contractor/ Individual, hereinafter referred to as **SERVICE PROVIDER** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter referred to **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on **May 29, 2024** with work to be completed on or before **one-day only**.

2. The District shall pay the Service Provider for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Service Provider shall provide DJ services during the San Ysidro Middle School 8th grade formal dance events at off-site locations. See Exhibit A for rates/fees.
PROJECT NAME

3. The Service Provider shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.

4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.

5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.

6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Service Provider, by executing this Contract, agrees to comply with all such general terms and conditions.

7. The Service Provider shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.

8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:

   - Scope of Work Statement (Exhibit A)
   - Certificates of Liability Insurance & Endorsement (Waived_____)
   - Release of Liability
   - Worker's Compensation Insurance (if applicable and as required by law)
   - Waiver of Subrogation for both General Liability and Workers' Compensation
   - School Safety Certification Form
   - Covid-19 (Addendum)
   - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Service Provider. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

SERVICE PROVIDER	**SAN YSIDRO SCHOOL DISTRICT**
_____	_____
Authorized Signature	Marilyn Adrianzen, Chief Business Official
_____	
Name	DATE: _____
TITLE: _____	BOARD APPROVED:
LICENSE NUMBER: _____	
ADDRESS: _____	EMAIL: marilyn.adrianzen@sysdschools.org
_____	PHONE: (619) 428-4476 ext. 3003
DATE: _____	FAX: (619) 428-9355
TEL # _____	
EMAIL: _____	

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE**. Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Service Provider shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION**. Service Provider must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a Service Provider warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR**. The Service Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS**. Service Provider agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Service Provider shall subcontract any part of this contract, Service Provider shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY**. It shall be the responsibility of the Service Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY SERVICE PROVIDER**. When Service Provider, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Service Provider, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Service Provider, subcontractor or vendor, as above stated, shall be a liability against the Service Provider and his sureties. The Board of Education reserves the right to cancel any articles or services which the Service Provider may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Service Provider provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES**. No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS**. Service Provider shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Service Provider whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS**. No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **SERVICE PROVIDER SUPERVISION**. Service Provider shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP**. Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK**. District representatives shall at all times have access to work wherever it is in preparation or progress. Service Provider shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY**. The Service Provider shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Service Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY**. District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER**. The Service Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE**. The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

17. **HOLD HARMLESS AGREEMENT To the fullest extent permitted by law, Service Provider shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Service Provider, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Service Provider's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Service Provider shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Service Provider shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Service Provider's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Service Provider.**

18. **PAYMENT**. Service Provider shall submit to District an itemized invoice which indicates work completed by Service Provider. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Service Provider within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES**. The Service Provider and all of his employees, agents, and subcontractors shall secure and maintain in force, at Service Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **SERVICE PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT**. While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Service Provider is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION**. It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Service Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Service Provider agrees to require such compliance by all subcontractors employed on the work by him.

22. **SERVICE PROVIDER AND SUBCONTRACTOR'S INSURANCE**. The Service Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Service Provider shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Service Provider, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE**. The Service Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Service Provider shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Service Provider's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE**.

The Service Provider shall procure and shall maintain during the life of his contract, Service Provider's Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than $1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Service Provider's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY**. The Service Provider, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS**. In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Service Provider and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment

to the Service Provider without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS**. Service Provider shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Service Provider observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Service Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Service Provider's receipt of a written termination notice from the District. If Service Provider performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Service Provider shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE**. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW**. This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION**. Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **RESERVED**

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Service Provider, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Service Provider of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Service Provider shall be compensated only for those services which have been adequately rendered to District, and Service Provider shall be entitled to no further compensation. Service Provider may not terminate this Agreement except for cause.

(i) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Service Provider to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Service Provider in connection with the performance of Services under this Agreement. Service Provider shall be required to provide such documents and other information within five (5) days of the request.

(ii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:
Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Service Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Service Provider's own expense, all of the Service Provider's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Service Provider's employees must be fingerprinted and cleared prior to commencing work. In addition, Service Provider shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES**. All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE**. The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determins that the Service Provider and/or its employees will have limited contact with District pupils or if the Service Provider and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Service Provider shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Service Provider shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Service Provider shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Service Provider shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials _____`

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, **Service Provider's employees and/or subcontractors may have contact with pupils.**

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Service Provider shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Service Provider shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Service Provider 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*) Service Provider 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 Service Provider's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Service Provider from using

employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(Initial) Service Provider's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide 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 Service Provider's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Service Provider's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

_____

_____

Name & Title of authorized representative *(Print)*

_____

_____

Signature: _____

Date _____

ADDENDUM

COVID-19

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Consultant for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Consultant to ensure there is no interruption of service to District if the Contractor/Consultant and any employee, volunteer and/or agent of the Contractor/Consultant fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Consultant to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

2023-2024 OFF-SITE EVENT (MAY 2024)

Independent Contractor: Gustavo Lopez *hereinafter referred to as "Service Provider"*

It is agreed and understood between Gustavo Lopez and the San Ysidro School District that:

Service Provider will be providing DJ services at off-site locations for two school-related events in May 2023 as follows: Compensation is applicable only if services are rendered.

- San Ysidro Middle School – May 29, 2024
  Event Location: 640 Marina Parkway, Chula Vista, CA 91910

The services include setting up/taking down their own equipment to include: Sound system equipment, microphones and any other equipment/items needed for the events. No storage of this and/or any other equipment is allowed at the San Ysidro School District facilities or off-site facilities.
(The District is not responsible for any damage to Service Provider's equipment due to unforeseen situations such as electrical outages and others that may occur during the term of this agreement.)

Service Provider agrees to only use the Facilities that are included in this agreement and will not allow any of their members/volunteers/attendees access to any other areas of the facility being used.

Service Provider agrees to the events hours as discussed with District staff. The fee will not exceed $500.00. The District is not responsible for any other expenses. An Invoice will be submitted on or after the date of the event. Payment will be per agreement.

This Exhibit A is hereby incorporated into the Independent Service Provider Agreement as fully set forth. No other terms and conditions of the Agreement are changed.

In Witness Whereof, the undersigned being an authorized representative of the above-mentioned Parties, execute this amendment effective on the date as signed.

SERVICE PROVIDER	SAN YSIDRO SCHOOL DISTRICT
Signature of Authorized Representative	Signature
Gustavo Lopez., Owner Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date	Date
Phone Number	(619) 428-4476 Phone Number

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 20, 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 DOMINO'S PIZZA

BACKGROUND INFORMATION:
To increase participation and department resources, the Child Nutrition Department recomnends Domino's Pizza as a regular supplier for ready to serve pizza. The vendor will continue servicing our schools for school year 2024-25 with an estimated cost of $30,000.00 ($10.00 each pizza) which will be funded through Child Nutrition's Fund 13. The pizza will meet all the USDA National School Lunch Program requirements

RECOMMENDATION:
Approve the agreement with Domino's Pizza to provide delivery of ready to serve pizza to all school sites on an "as needed" basis. Cost implications are estimated at $30,000.00 for 2024-25 school year and will be paid from the Child Nutrition funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$30,000.00 (Amount)

Child Nutrition Funds (Name of funding source and/or location)

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

PIZZA PURCHASING FOR DOMINO'S PIZZA

July 1, 2024 to June 30, 2025

The San Ysidro School District Child Nutrition Department and Domino's Pizza agree to the following terms and conditions for the purchase, delivery and marketing of ready-to-eat whole cheese and pepperoni pizzas at the price of $10.95 per pie.

- Pies will be delivered as whole pies cut into 8 equal slices
- Whole pies must meet USDA National School Lunch Program requirements which are
    - Crust must be whole-grain rich (at least 50% whole grains and the remaining grans in the product must be enriched.)
    - Each individual slice shall contain 2 oz. of creditable Meat/Meat Alternate and defined by the NSLP
    - Each individual slice shall contain 2 servings of Grains as defined by the NSLP
    - No added artificial trans fat
- Pies are to be delivered with designated dates and times set by the Child Nutrition Program for each site. Delivery shall be made no later than the designated time. Orders that arrive later than the designated time may be refused at no charge to the District. Domino's driver shall deliver to the cafeteria or other designated area.
- Produce must be delivered to the kitchen sites at a minimum temperature of 135 degrees Fahrenheit.
- Federal regulations require that to the extent possible only domestic products to be purchased consistent with the "Buy American" provisions of Public Law P.L. 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exemption when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Domino's shall provide certification of the origin of food products.
- Domino's shall maintain an "A" rating on their current health permit issued by the San Diego County Department of Environmental Health.
- Domino's shall provide a signed and dated Product Formulation Sheet on company letterhead listing the following information: product name, product code, portion size, total weight and type of creditable meat/meat alternate ingredients; the total weight and variety of alternative protein products (if applicable), the total weight and type of creditable grain ingredients. If submitting alternative protein products as part of the meat/meat alternate component the following information must also be submitted to meet the requirements of 7 CFR Part 210, 220, 225 and 226, documentation that non-protein components have been removed, the Protein Corrected Amino Acid score is greater than .80 and the hydration ratio is greater than 18% when fully hydrated.
- Labels must list the presence of ingredients which contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts of soybeans.

- Domino's shall provide a complete nutrient analysis of each of the products offered. The following nutrient information shall be required: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), saturated fat (gm), trans fat (gm), cholesterol (mg), sodium (mg), fiber (gm), dietary fiber (gm), sugars (gm) vitamin A (ID), vitamin C (mg), calcium (mg) and iron (mg).
- This agreement in in place through June 30, 2025 and cannot be renewed.

Domino's Representative

Ommid Ferdows Printed Name

Ommid Ferdows
Ommid Ferdows (May 14, 2024 10:02 PDT) Signature

5-14-24 Date

San Ysidro School District Representative

Marilyn Adrianzen Printed Name

_____ Signature

_____ Date

Board approved: _____

Domino's Pizza LLC
30 Frank Lloyd Wright Dr.
P.O. Box 997
Ann Arbor, MI 48106-0997

(11412) 14" Whole Grain (16oz.) LM Cheese Pizza - 8 Cut

Number of Servings: 8 **(135.01 g per serving)**
Weight: 1080.12 g

Amount	Measure	Ingredient	Comments
0.10	oz	Corn Meal:	
16.00	oz	Formula - Smart Slice Whole Wheat Dough	2.00 Grains
6.00	oz	Sauce, Pizza RTU-WCS:X	1/8 Fruit/Veggie Alternate
16.00	oz	Cheese, Lite Mozzarella:	2.00 Meat/Meat Alternate

Nutrition Facts

8 servings per container
Serving size 1 (135g)

Amount per serving
Calories 240

	% Daily Value*
Total Fat 8g	10%
Saturated Fat 3.5g	18%
Trans Fat 0g	
Cholesterol 15mg	5%
Sodium 460mg	20%
Total Carbohydrate 28g	10%
Dietary Fiber 3g	11%
Total Sugars 3g	
Includes 1g Added Sugars	2%
Protein 21g	
Vitamin D 0mcg	0%
Calcium 540mg	40%
Iron 2mg	10%
Potassium 348mg	8%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Allergens: Contains Milk, Soy, Wheat.

Ingredients: Formula - Smart Slice Whole Wheat Dough (FLOUR (WHOLE WHEAT FLOUR, ENRICHED FLOUR [WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID]), WATER, SOYBEAN OIL, CONTAINS 2% OR LESS OF THE FOLLOWING: VITAL WHEAT GLUTEN SUGAR, SALT, WHEY, MALTODEXTRIN, DEXTROSE, DOUGH CONDITIONERS (SODIUM STEAROYL LACTYLATE, ENZYME, CALCIUM SULFATE, ASCORBIC ACID, CALCIUM PHOSPHATE, L-CYSTEINE), YEAST CONTAINS: MILK, SOY, WHEAT), Lite Mozzarella Cheese Lite Mozzarella Cheese (Pasteurized Skim Milk, Salt, Cheese Cultures, Enzymes), Nonfat Milk, Modified Food Starch*, Vegetable Oil* (Applied to Surface), Potassium Chloride*, Flavor*, Sodium Citrate*, Sodium Propionate (Added As A Preservative), Vitamin A Palmitate. * Ingredients not in Regular Mozzarella Cheese., Pizza Sauce Tomato Puree (Water, Tomato Paste), Sugar, Salt, Spices, Garlic, Soybean Oil, and Citric Acid, Corn Meal Yellow Corn, Niacin, Iron, Thiamin, Riboflavin, Folic Acid.

Notes:

The pizza listed above, when made with approved Domino's ingredients, will provide the nutritional composition as indicated. Information may vary slightly depending on location and supplier base.

Domino's Pizza - Quality Assurance

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Preschool & Child Development Programs
Julie Pretzer, Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE

BACKGROUND INFORMATION:
The Jewish Family Service of San Diego wishes to continue to collaborate with the District to enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract (SD County Agreement 553898) "Triple P" Positive Parenting Program. This free program is evidence-based and is presented as a three seminar series by certified, experienced, and well trained speakers and educators. The District would like to continue this collaboration with the Jewish Family Service of San Diego for school year 2024-25.

RECOMMENDATION:
Approve the Memorandum of Understanding with the Jewish Family Service to provide the "Triple P" Positive Parenting Program to children and families of the District during school year 2024-25 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

N/A (Amount)

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

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

MEMORANDUM OF UNDERSTANDING

Between **JEWISH FAMILY SERVICE** and **SAN YSIDRO SCHOOL DISTRICT**

Parties: This Memorandum of Understanding is between Jewish Family Service [JFS] and SAN YSIDRO SCHOOL DISTRICT.

Purpose: To establish a collaborative relationship between Jewish Family Service and SAN YSIDRO SCHOOL DISTRICT that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 570070] "Triple P" Positive Parenting Program.

Responsibilities of Parties: In order to achieve the purpose set out above, the parties will perform the following activities:

Jewish Family Service will:

- JFS will partner with SAN YSIDRO SCHOOL DISTRICT to provide services through the Positive Parenting Program to children and families at the school.
- JFS will provide the following services to each school site that chooses to host the program:
    - Three parent education seminars using the evidence-based "Triple P" curriculum to interested SAN YSIDRO SCHOOL DISTRICT parents and staff of children from the school.
- If the option of in-person visitation is not allowed due to COVID-19 CDHP/SD County/District guidelines, parent education seminars may be provided remotely in a virtual space.
- JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.
- JFS hereby warrants that it carries Workers Compensation Insurance for all of its employees who will be engaged in the performance of this contract and agrees to furnish to District satisfactory evidence thereof at any time the District may request. JFS carries commercial general liability with aggregate limits of two million dollars ($2,000,000) and will provide automobile insurance with limits of one million dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage. JFS shall provide District evidence of additional insurance of Sexual Abuse and Molestation (SAM) insurance for $1M per occurrence and $2M per occurrence aggregate. JFS shall provide District with a certificate of insurance and endorsements evidencing this coverage.

SAN YSIDRO SCHOOL DISTRICT will:

- SAN YSIDRO SCHOOL DISTRICT will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers.
- SAN YSIDRO SCHOOL DISTRICT, when choosing to host the Positive Parenting Program will provide adequate space for the Seminars and distribute information regarding the program to parents and staff.
- SAN YSIDRO SCHOOL DISTRICT will work closely with JFS ensure that the program reaches and serves as many people as possible at the schools that request the Triple P program.

If requested:

- JFS will provide child supervision, with caregivers who have cleared a criminal background check and tested negative for TB.

OR

- JFS will reimburse SAN YSIDRO SCHOOL DISTRICT for qualified employees (with a clear TB test and background check) no more than $20 per hour (not to exceed a total of $180 per person) to provide supervision during child activity groups.
    - SAN YSIDRO SCHOOL DISTRICT will comply with standard California and Federal labor regulations, including worker's compensation and payroll taxes when providing qualified employees for child supervision.
    - SAN YSIDRO SCHOOL DISTRICT will provide an invoice for child supervision to the JFS Positive Parenting Program Manager at the completion of the class, not later than 30 days after completing the service.

General Terms of the Agreement: Both Jewish Family Service Positive Parenting Program and SAN YSIDRO SCHOOL DISTRICT agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality. Each party to this Agreement shall, to the extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liability claims and losses arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and/or employees. This agreement does not create a legal partnership or contract between the parties. The initial term of this agreement is July 1, 2024, to June 30, 2025.

JEWISH FAMILY SERVICE	*SAN YSIDRO SCHOOL DISTRICT*
Signed:_____	Signed: _____
Name: Gina Mittal	Name: Marilyn Adrianzen
Title: Sr. Director, Family and Community Svcs	Title: Chief Business Official
Date:_____	Date:_____
For further information, please contact: Gina Mittal (858) 637-3000 8804 Balboa Avenue San Diego, CA 92123	Address: 4350 Otay Mesa Road San Ysidro, CA 92173 (619) 428-4476
	Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

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

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH LEADERSHIP ASSOCIATES, LLC

BACKGROUND INFORMATION:
Leadership Associates, LLC will provide the following during the 2024-2025 school year:

- Contractor will provide one (1) hour of leadership training at the Leadership Academy.
- Contractor will provide three (3) half days of leadership training to the Management Team.
- Contractor will have 5 meetings to work with the District to formalize the District's Professional Learning Community (PLC) system.

RECOMMENDATION:
Approve the agreement with Leadership Associates, LLC to provide consulting services during the school year 2024-2025 in an amount not to exceed $10,000.00 from the General fund.

LCAP GOALS:

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

NOT TO EXCEED $10,000.00 (Amount)

General Fund (Name of funding source and/or location)

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

LEADERSHIP ASSOCIATES, LLC
449 W Foothill Blvd #427
Glendora CA 91741
760-771-4277

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **May 2024** between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor and **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District during the 2024-25 academic year as follows:

- **Contractor will provide one (1) hour of leadership training at the Leadership Academy.**
- **Contractor will provide three (3) half days of leadership training to the Management Team.**
- **Contractor will have 5 meetings to work with the District to formalize the District's Professional Learning Community (PLC) system.**

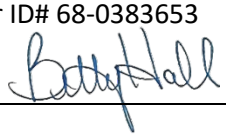
The District agrees to pay the Contractor an amount not to exceed **TEN THOUSAND DOLLARS ($10,000)** for services provided. The Contractor will submit to the District an invoice upon completion of each of the services. Payment is due within 30 days of receipt of invoice.

Mail remittance to: **Leadership Associates**
449 W Foothill Blvd #427
Glendora CA 91741

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:	DISTRICT:
LEADERSHIP ASSOCIATES, LLC	SAN YSIDRO SCHOOL DISTRICT
Taxpayer ID# 68-0383653	
By 	By
Name Betty Hall, Contracts Administrator	Name Gina A. Potter, Ed.D., Superintendent
mailto:bhall@leadershipassociates.org	gina.potter@sysdschools.org
Date May 22, 2024	Date

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 20, 2024

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

FROM:
Preschool & Child Development Programs
Julie Pretzer, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH LEARNING GENIE, INC.

BACKGROUND INFORMATION:
The Learning Genie Program's Modules include the following: • Contactless Attendance Module with Health Screening • Portfolio and Assessment Module (PA) • DRDP Data Module • Family Engagement Module (FE-S) (no cost). The program allows parents to download the Learning Genie App for Parents to sign in/out children from their devices with a digital signature, together with digital health screening forms. All district preschool teachers have been provided with an iPad to assist parents who do not have a device. In addition, staff will be able to take attendance, monitor data, and print attendance and other required reports set by the Department of Education's Early Learning and Care Division directly from the Dashboard.

RECOMMENDATION:
Approve the agreement with Learning Genie, Inc. to provide Contactless Modules for attendance and reporting solutions for the 2024-25 school year at a cost of $6,737.50 from the Preschool & Child Development funds.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.1: Update technology plan to improve services district-wide (i.e., Maintain 1:1 device at all school sites and equipment, software, & digital literacy/digital citizenship, etc.) to increase digital access for all students, including unduplicated students. Continue to provide professional learning opportunities and support in the area of technology and digital literacy/digital citizenship and support implementation of 21st century skills for all student 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	

$6,737.50	Preschool & Child Development Funds
(Amount)	(Name of funding source and/or location)

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

Proposal for

San Ysidro School District

Created by:

Learning Genie

Jasmin Melendez

jasmin.m@learning-genie.com

Learning Genie Inc

Prepared for:

Julie Pretzer

San Ysidro School District

1880 Smythe Ave.San Ysidro CA 92173

julie.pretzer@sysdschools.org

(619) 428-2352

Customer Order Summary

Please see details on the following pages.

List of Items	Subtotal
Learning Genie Software Subscription Total (Please see breakdowns in the following pages)	$6,737.50
Learning Genie PD Modules and Training Subscription Total (Please see breakdowns in the following pages)	$0
Total	**$6,737.50**

Customer Order - Software Subscription

Service Start Date 07-01-2024 Service End Date 06-30-2025

Year 1 (2024-2025)	Unit Price Per Child	Children Slots	Subtotal
☑ 2024 Pricing: Portfolio and Assessment Module (PA)	$8.00	250	$2,000.00
☑ 2024 Pricing: DRDP Data Module	$6.00	250	$1,500.00
☑ 2024 Pricing: Family Engagement Module (FE)	$7.00	250	$1,750.00
☑ 2024 Pricing: Contactless Attendance Module with Health Screening	$3.50	250	$875.00
☑ 2024 Pricing: Maintenance & Technical Assistance Fee (10%)	$612.50	1	$612.50
			$6,737.50

Julie Petzer

SYSD Board approved for 2024-25: _____

Approved for payment:

_____ _____

Marilyn Adrianzen, CBO Date

Customer Order

Professional Development

Service Start Date 07-01-2024 Service End Date 06-30-2025

Professional Development Modules (web-based) Annual PD Subscription Year 1 (2024-2025)	Price Per Module	Quantity	Subtotal
☐ 2023 Pricing: PD Basic Suite This PD Suite includes: -Self-Paced Learning Library with Certification -Group Webinar -Knowledge Base Tutorials - 1 session of Live Virtual Training with a Learning Genie Specialist - customizable for different modules (each session is 60-90 minutes)	$899.00	1	$899.00
☐ 2023 Pricing: PD Standard Suite This PD Suite includes: -Self-Paced Learning Library with Certification -Group Webinar -Knowledge Base Tutorials -6 hours of Live Virtual Training with a Learning Genie Specialist - customizable (4-5 sessions)	$2,499.00	1	$2,499.00
☐ 2023 Pricing: Professional Development Premium Suite This PD Suite includes: -Self-Paced Learning Library with Certification -Group Webinar -Knowledge Base Tutorials -12 hours of Live Virtual Training with a Learning Genie Specialist - customizable (8-10 sessions)	$4,999.00	1	$4,999.00
☐ 2023 Pricing: Head Start Consulting Package This package includes: Consultation from Industry Experts (prior HS Directors / Managers) 25 hours of Live Virtual Consultation - customizable 1 Full Day On-Site Training (6-8 hrs)	$7,500.00	1	$7,500.00

☐ 2023 Pricing: PD Module Training - Additional Live Session	$500.00	1	$500.00
Professional Development Additional Live Session - Customizable			
☐ 2023 Pricing: Parents App Training - Additional Live Session	$500.00	1	$500.00
Parent App Additional Live Session - Customizable			
☐ 2023 Pricing: 1/2 Day Onsite Training (3-4 hr)	$1,800.00	1	$1,800.00
1/2 Day Onsite Professional Development Training to Customers per customer specifications. $1200 to $1800 depending on travel cost & group size-			
☐ 2023 Pricing: Full Day Onsite Training (6-8 hr)	$2,500.00	1	$2,500.00
Full day Onsite Professional Development Training to Customers per customer specifcations. $1500 to $2500 depending on travel cost & group size			

$0.00

Learning Genie

2024 Product and Service Offering

Learning Genie provides a suite of software applications (mobile and web-based applications) to empower early learning program administrators and educators to achieve continuous quality improvement with data-driven child assessment and family engagement. Learning Genie supports agency's program quality and data needs via ten (10) different software modules.

- Portfolio and Assessment Module
- DRDP Data Module
- Survey Module
- Reflective Lesson Planning Module
- AI Unit Planner - **(NEW 2024)**
- Learning Genie Curriculum - **(NEW 2024)**
- Family Engagement Module
- Dual Language Learning Module * (*new 2022*)
- In-Kind Tracking Module
- Contactless Attendance Module with Daily Health Screening
- Infant Sleep Tracking Module *(*new 2022*)

Learning Genie also provides a web-based professional development and learning portal for educators and administrators to customize and choose different learning pathways to build capacity.


Engagement
338
27
188
6253
Daily Active Parent App Users
1256 Responded
$211.25

2024 Product Offering for State Programs

Select the modules based on your needs or bundle them together for the maximum impact.

State Program Suite - Essential

This Suite includes 4 modules

1. Portfolio and Assessment Module
2. DRDP Data Hub Module
3. Family Engagement Module
4. Survey Module*



State Program Suite - Professional

This Suite includes 5 modules with the option to upgrade to **our NEW DRDP Reflective Lesson Plan PLUS** (with supplementary curriculum)

Option 1

1. Portfolio and Assessment Module
2. DRDP Data Module
3. Family Engagement Module
4. Survey Module
5. Reflective Lesson Planning Module



*RLP Plus added a 6-unit (24-week) curriculum aligned with California Preschool Foundation, DRDP2015 Assessment. The curriculum is designed and edited by Dr. Natalie Seers and Dr. Lisa Kaufman, with contributing authors from California college professors, DRDP-certified trainers, and coaches that facilitate the most practical hands-on lessons and are validated and tested by California CSPP and TK teachers.

Option 2

1. Portfolio and Assessment Module
2. DRDP Data Module
3. Family Engagement Module
4. Survey Module
5. NEW Reflective Lesson Plan PLUS (with supplementary curriculum)*



Learning Genie Software Modules at a Glance

Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

NEW AI Adaptive Unit Planner

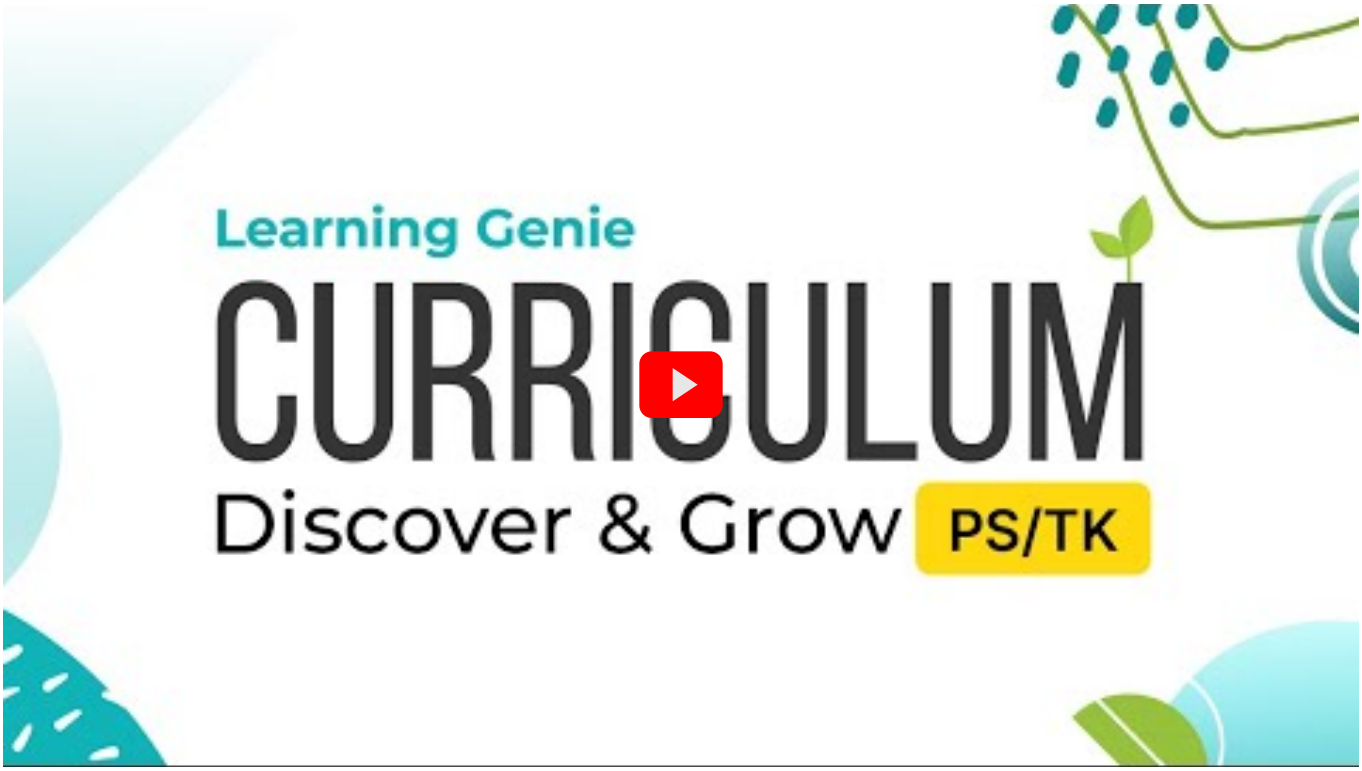
The Learning Genie **AI Adaptive Unit Planner** is a revolutionary module that empowers school districts and programs to design and deliver **dynamic, adaptable curriculums** that meet the unique needs of every student. Leveraging cutting-edge generative AI technology, this innovative Unit Planner dramatically enhances teachers' productivity by **automating up to 90% of the curriculum planning workload**. Aligned with national and state standards and built on the principles of Universal Design for Learning (UDL), the Unit Planner ensures every student has the opportunity to thrive. Additionally, it adapts lessons to culturally, linguistically, and inclusively responsive practices, fostering a truly equitable classroom environment.

- **Reduced Costs:** Streamline planning processes and free up resources.
- **Enhanced Productivity:** Spend less time planning, and more time teaching.
- **Improved Outcomes:** Foster deeper understanding and higher achievement for all students.
- **Improved Quality:** Deliver data-driven, personalized instruction.
- **Promotes Equity:** Create a truly inclusive learning environment for all students.



NEW Learning Genie Curriculum - Discover & Grow PS/TK

A 31-week program with 7 units, designed by Dr. Natalie Seers and Dr. Lisa Kaufman alongside numerous college professors and DRDP-certified trainers. It aligns with the Head Start Early Learning Outcomes Framework (HS-ELOF), California Preschool Foundation, DRDP 2015, and Common Core, featuring practical, hands-on lessons validated by hundreds of teachers.

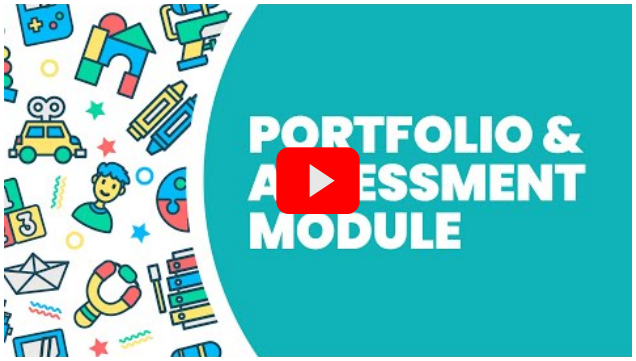


Learning Genie Software Modules at a Glance

Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

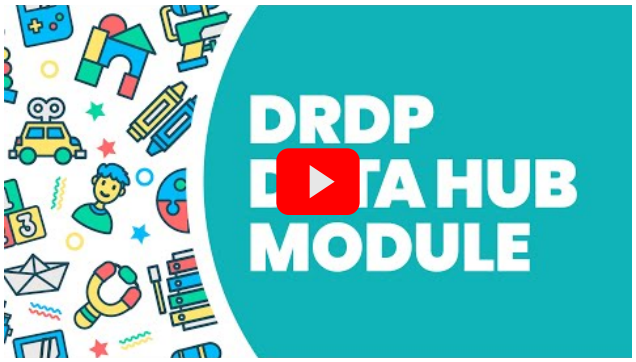
Portfolio & Assessment Module

This module enables easy collection and tracking of child assessment data (California DRDP2015 standards or other Portfolio based assessment), including child observation notes with evidence with voice-to-text, tagging of DRDP measures, auto-generation of digital portfolios, assessment ratings, progress tracking and class planning for group and individualized instruction. It also includes a Dashboard for monitoring of assessment quality and progress, and weekly summary reports sent to all users.



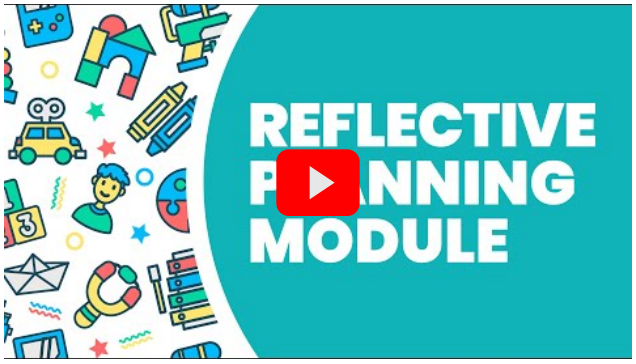
DRDP Data Hub Module (*since 2021*)

This module generates California Department of Education approved Child Assessment reports on child, class, center, group/cohort, agency level with customizable filters on demographic attributes. It supports school readiness goal tracking, parent-teacher conferences, class and lesson planning, quality monitoring and improvement for better child and program outcomes. For CA state funded programs, data are automatically sent to the state system via API.



NEW Curriculum and Reflective Lesson Planning Module

This module provides a rich library of age and developmentally appropriate Lesson Plan activities, aligned with the California Preschool Foundation, DRDP2015 Assessment, and common core standards. Agencies can build and customize agency-wide lesson plan libraries and share them among teachers. The interactive weekly lesson planner enables teachers to plan group and individualized lessons linked to DRDP assessment and child development insights. Lesson plans can be shared among teachers, creating a "virtually shadowing" opportunity for new teachers to learn the planning process from model teachers.

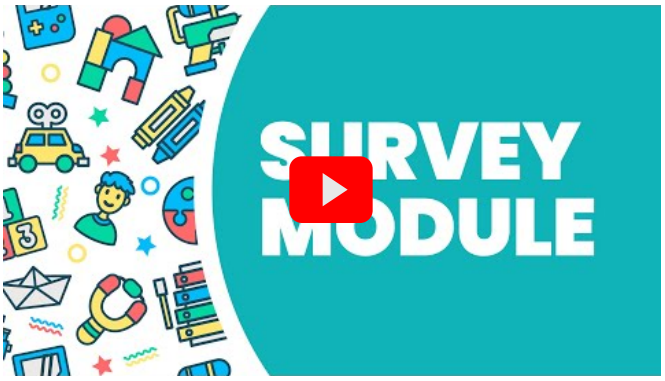


Software Modules at a Glance

Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

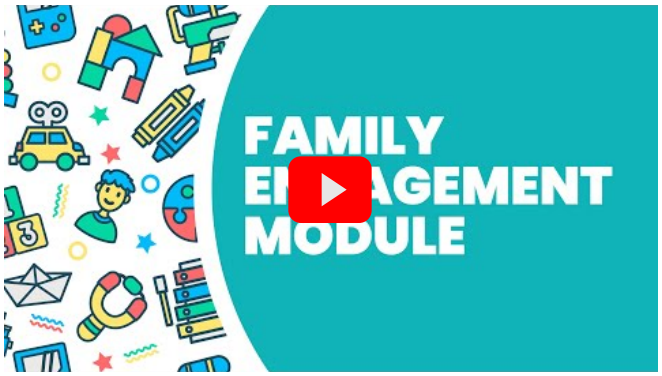
DRDP Survey Module (*since 2021*)

This module provides an easy tool for administrators and teachers to create and distribute customized surveys to selected centers/classes or agency-wide to families. It features Parent Survey and Family Outcome Survey (customizable). Parents can fill out surveys directly on the parent app. With surveys automatically linked to children profiles, survey reports can be easily generated with demographic analysis.



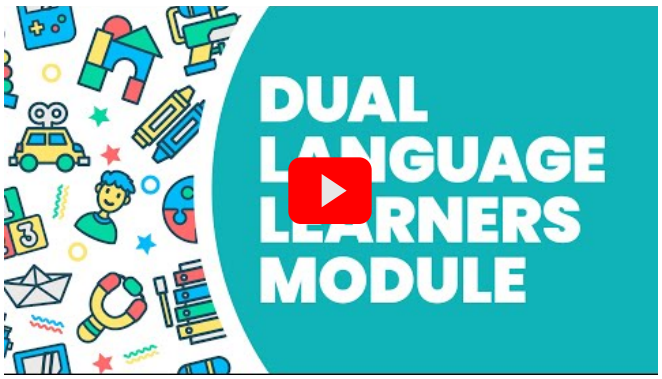
Family Engagement Module

This module provides an all-in-one data-driven Family Engagement tool featuring two-way messaging with families with auto-translation to 100+ languages, video book and digital learning media library, sharing of lesson plans and activities, at-home learning portfolios, school notifications, reminders and virtual/onsite event management. It also includes a Dashboard with real time data insights and reports on how families are engaged for continuous quality improvement.



Dual Language Learners Module

This module helps agencies to fulfill the California AB1636 and Head Start Performance Standards required to deliver high-quality programs for dual language learners. It powers monolinguals built-in with dual language video book channels supporting multiple languages. It also enables teachers to conduct multi-language lessons and engages parents to support children's home language and English development with at-home learning activities. All data are presented in a DLL dashboard for administrators to analyze and report progress and impact.



Software Modules at a Glance

Learning Genie is a leading data-focused Preschool and Kindergarten Curriculum, Assessment, and Family Engagement Platform.

Contactless Sign-in Module

This module provides an app-based contactless solution for parents to easily sign in/out children contactless from their device with a digital signature, together with digital health screening forms that are required from licensing needs. Staff can take attendance, monitor data and print attendance reports from the Dashboard.



Infant Sleep Tracking Module

This module helps providers to track 15-min infant sleep status to fulfill the California Department of Social Services (CDSS) contract requirements for Safe Sleep. Staff can easily enter the information at their fingertips on a mobile device - saving time and paperwork. Reports are automatically generated for administrators to review, monitor, and serve as documentation for state reporting.



Multi-Year Contract Benefits

Signing up for a multi-year subscription with Learning Genie not only secures a stable and predictable pricing structure but also offers an array of enticing benefits.

By committing to a longer-term plan, users shield themselves from potential price fluctuations, ensuring that they enjoy the platform's innovative features without concerns about unexpected cost increases. Additionally, a multi-year subscription grants subscribers access to the latest updates and enhancements without incurring extra charges. This means users can fully capitalize on Learning Genie's continuous improvements and robust functionalities, fostering a seamless and enriched user experience. Opting for a multi-year commitment becomes a strategic investment, providing both financial stability and a forward-looking approach to technology.

Navigating the intricacies of annual budgeting and approval demands significant effort and internal coordination.

Opting for a multi-year contract with Learning Genie alleviates the tedious task of securing budget approval on a yearly basis, offering a more streamlined and efficient approach. This commitment not only minimizes administrative hurdles but also assures long-term stability, granting you peace of mind for years to come. A multi-year agreement ensures a harmonious integration of innovative tools while freeing up valuable resources for a more focused and strategic approach to planning.

No binding. You can exit the contract at any year.

We understand that circumstances can change, and at Learning Genie, we prioritize flexibility and user satisfaction. If an agency signs a multi-year subscription with us and faces a loss of funding or experiences any dissatisfaction with our platform, they have the freedom to cancel or choose not to renew their subscription. We believe in offering our users a commitment that aligns with their evolving needs and ensures that a multi-year subscription remains a genuine benefit. Our goal is to empower agencies with a solution that adapts to their unique situations, fostering a partnership that is truly advantageous and user-centric.



Professional Development Training Options

Discover a world of educational excellence with Learning Genie's Professional Development Options. Tailored for all Early Learning Programs (State Preschool, Head Start, general child care and more), our courses offer a host of benefits:

1. **Alignment with Standards:** Modules, such as Family Engagement and Portfolio Assessment, align with California Commission for Teacher Credentialing (CTC) Teacher Performance Expectations, ensuring compliance with recognized standards.
2. **Versatile Training Paths:** Our modules cater to diverse roles, from Teachers and Teaching Assistants to Coaches/Mentors and Administrators, providing practical tools and strategic insights tailored to individual responsibilities.
3. **Flexible Learning Formats:** Engage in real-time with live Zoom sessions (45-60 minutes) and enjoy unlimited access to pre-recorded sessions in our Learning Library. This flexibility accommodates diverse schedules and preferences.
4. **Recognition and Certification:** Participants receive certificates upon completing each module, acknowledging their commitment to continuous learning and professional growth.
5. **Cost-Effective Updates:** Stay ahead effortlessly with seamless integration of updates and improvements at no extra cost, ensuring your educational approach remains cutting-edge.

Embark on a transformative journey toward educational excellence with Learning Genie's Professional Development. Elevate your skills, empower your team, and shape the future of Early Learning Programs.

Module 1	Data-driven Family Engagement (3 courses)
Basic Level: (Assistant Teacher, Teacher, Lead Teacher)	The Basic Level training course covers tactical tools to successfully collaborate and partner with families (parents/caregivers) to support young children's development and learning through Learning Genie's Family Engagement tool. This training provides a basic understanding of how to: Send two-way messages with families using auto-translation (100+ languages); share video books and digital learning media library content; utilize event tracking and family at-home learning observations; and share lesson plans and at-home learning activities. You will be able to communicate and provide engaging, adaptive learning resources and materials, and track engagement rates using Learning Genie's technology platform. Additionally, you will be able to create and maintain effective home-school-family connections with the support of technology. (This course is ideal for teachers, teacher assistants and family service staff who are new to Learning Genie or need a refresher.) (TPE 2, 3, 4, 6)

Module 1	Data-driven Family Engagement (3 courses)
Advanced Level I: (Lead Teacher, Master Teacher/ Mentor/Site admin)	This training course covers topics, such as: Creating customized learning channels; using tools to create short questionnaires; and how to make the most of the messaging tool to share information with both staff and families. The survey tool is especially useful to gauge families' needs and interests. You will be able to establish effective and authentic home-school-family connections to support children's development and learning. You will also be able to provide professional activities and resources for staff (e.g., learning media channels). (TPE 2, 4)
Advanced Level II: (Master teacher/Mentor/Coach/ Site Admin/Agency Admin)	This training course focuses on how to get the most from the Learning Genie platform to support program monitoring and management activities. You will learn effective strategies for successfully administering Learning Genie support and internal feature settings. You will also learn cases on how to analyze reports on your Family Engagement Dashboard to make data-driven decisions. Building upon the Advanced Level I training, you will learn how to design, create and implement intentional surveys. You will be able to analyze and reflect upon key data to develop, implement and support your team on Continuous Quality Improvements (CQI) efforts. You will be able to plan, design, implement and assess professional development and growth opportunities for staff, as well as provide them with effective leadership to optimize instructional practice. (ECE-CAPE-2)

Module 2 — Authentic Observation and Assessment Tool (3 courses)

Basic Level: (Assistant Teacher, Teacher, Lead Teacher)

This training course covers how educators can conduct intentional, meaningful observations and create and maintain effective running records/notes for optimal formative assessment ratings. You will learn practical strategies for planning the first 60-day observations and lessons. Additionally, you will learn how to monitor assessment progress (including observations and ratings) for your classroom. (TPE 4, 5)

Advanced Level I: (Lead Teacher, Master Teacher/ Mentor/Site admin)

This training focuses on how you can use Learning Genie Notes Review to quickly and effectively seek and receive support from administrators. You will learn different strategies to collect home observations from families and apply them to observation records. You will learn how to utilize observation status reports for lesson planning and observation records. You will be able to view assessment progress to monitor progress on teacher observations. You will learn how to “lock” child data after completing ratings, generate reports that push to DRDP Online and use these reports for parent/teacher conferences. You will be able to evaluate observations, provide feedback with Notes Review, and support staff efforts to intentionally plan and collaborate activities with families. (TPE 6)

Advanced Level II: (Master teacher/Mentor/Coach/ Site Admin/Agency Admin)

This training covers how to effectively analyze Assessment Progress reports to make data-driven decisions. You will learn how to: Use Notes Review to support teachers’ development of meaningful observations; effectively use the Dashboard to aggregate and review child assessment data; and utilize the School Readiness Goal tool. Leaders will be able to use assessment data about children's current status and use that data to identify learning needs and establish goals aligned with the Infant/Toddler and Preschool Early Learning Foundations. Administrators will be able to establish rating periods and late enrollment policies. (TPE 4)

Module 3 — Streamlined In-Kind Collection and Analysis (2 courses)

Staff Training: (Teacher, Family Service worker)

This training covers how educators, home visitors, family service staff and administrators assign In-Kind activities and review In-Kind submissions from families and volunteers. Teachers will be able to give reminders and support families on assigned at-home activities and submission.

Admin Training (Site admin/ Agency Admin/ In-kind specialist, Fiscal Department)

The course outlines how agency admin will set up the in-kind templates for at-home activities, volunteer as well as mileages tracking. Teachers, Family Advocates, Administrators, Fiscal Department review and monitor In-Kind submissions as well as internal settings for managing In-Kind. How to analyze and download reports and In-Kind dashboard to make data driven decisions.

Module 4 — Contactless Attendance and Daily Health Screening (2 courses)

Staff Training: (Teacher, health staff, other supporting staff)

This training covers how staff will sign in and out children for daily attendance. We will go over different scenarios that can happen at your agency and what those next steps would be. (If you are only using one tool i.e. just Daily Health Card, we will not cover Sign in/out).

Admin Training (Site admin, Agency admin, Health Manager)

This training covers how to track live and historic attendance record, manage your Health Cards Statistics and track 14-day trends to ensure school safety. If you are a Health Manager or Administrator in charge of keeping track of children's health or attendance records this training path is for you.

Module 5 Parent Training - Learning Genie Parent App Training (1 course)

This training covers how parents utilize the basic functions to communicate with their child's school/teacher and see notifications. Parents will learn how to download the parent app and utilize the functions that your school subscribes (e.g. Family Engagement, Portfolios, Daily Health Card, Contactless Attendance). Parents will learn how to set the preferred language, add profile pics. How to chat with teachers, send at home observations including a photo, video or audio evidences that are saved to the child's portfolio as a draft for teachers. Parents will learn how to complete and contribute In-Kind assignments. Parents will learn how to digitally fill out a daily health card daily and scan the schools QR code to track attendance.

Payment terms & instructions

Payment is expected within 60 days from the contract's initiation or upon request. Exclusive discounts are applicable only during this contract term. For any billing inquiries, kindly direct your communication to contract@learning-genie.com.

Payment Option

- [ ] Full Payment Upfront on Multi-Year Contracts
- [ ] Annual Payment Plan, Splitting Costs Equally Between Software and PD Training Subscriptions Each Year.

The annual invoice is automatically generated within the School Fiscal Year (July 1st to June 30) and continues until the contract concludes. If you provide a cancellation notice ninety (90) days before the upcoming renewal date, no charges will be applied for the subsequent renewal date and thereafter.

Should your account's child count increase by more than 20 active children, additional fees will be incurred. An extra invoice will be issued for the additional slots or any add-on product/service throughout the school year.

Pay by Check

Company	Learning Genie Inc
Address	5860 Owens Ave, Suite 250, Carlsbad, CA 92008

Pay by ACH or Direct Deposit

Bank Name	JPMorgan Chase Bank, N.A.
Account #	52922309
Routing #	322271627

Pay by Credit Card

Contact Canela	Email canela.h@learning-genie.com or call 858-477-8282

Sign here to subscribe

OR "FORWARD" THIS DOCUMENT
TO A LEGAL SIGNATORY

I affirm that I am duly authorized to enter into this contract. Having perused this Proposal, I hereby confirm my comprehension and acceptance of Learning Genie's Master Service Agreement, including the privacy policy and terms of use.

Learning Genie Inc



05 / 10 / 2024

Learning Genie

Accepted By Agency San Ysidro School District



Accepted By Legal Department Signatory
(if applicable)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: LUCID8 **-** DIGISCOPE SUBSCRIPTION RENEWAL

BACKGROUND INFORMATION:
Before the District moved to the Google Workspace of Education (Gmail) platform, they used Microsoft Exchange for sending and receiving District emails.

In the past, the District purchased software called DigiScope from Lucid8 to provide a way to search and extract emails from our no longer used Microsoft Exchange system when requested and to archive emails for long-term storage purposes. In order to continue to have this access and tech support for the DigiScope platform, we are requesting to renew the maintenance support for DigiScope.

Below is an itemized breakdown of the costs:

Lucid8	
DigiScope 3-year Maintenance Support for One (1) Information Store	$500.00
DigiScope 3-year Maintenance Support for Four (4) Information Stores	$1415.00
Total 36 Month Cost	$1,915.00

RECOMMENDATION:
Approve the 3-year renewal of the Lucid8 - DigiScope Maintenance Support Subscription in an amount of $1,915.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$1,915.00 (Amount)

General Funds (Name of funding source and/or location)

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

Lucid8 LLC
8452 N Mercer Way
Mercer Island, WA 98040
United States

Voice: 425.451.2595
Fax: 888.747.1588

INVOICE

Invoice Number: 2024-AS-10010
Invoice Date: 4/18/2024

Bill To:
San Ysidro School District 4350 Otay Mesa Rd. San Ysdiro, CA 92173

Ship To:
Todd Lewis 4350 Otay Mesa Rd. San Ysdiro, CA 92173

Customer ID	Customer PO	Payment Terms	
SANYSIDROSCHOOLDIST	QUOTE	Net 20	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Online Delivery	4/18/2024	5/8/2024

Qty	ItemId	Description	Amount
1.00	DS-EX-SMP-1-Platinum	DigiScope 3 year Maintenance Support for One (1) Information Store	$500.00
1.00	DS-EX-SMP-4-Platinum	DigiScope 3 year Maintenance Support for Four (4) Information Stores	$1,415.00

Subtotal	$1,915.00
Sales Tax	$0.00
Total Invoice Amount	$1,915.00
Payment/Credit Applied	$0.00
TOTAL	**$1,915.00**

Check/Credit Memo No:

SYSD Board approved: _____

_____ _____
Marilyn Adrianzen, CBO Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT TO THE 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.

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. The total allocation of Title II funds for the 2023-24 school year is $9,321.94.

This MOU was approved by the Governing Board on November 9, 2023, and needs to be amended to extend the term to September 30, 2024, and continue with the professional development services from FACTS Education Solutions.

RECOMMENDATION:
Approve the Amendment to the Memorandum of Understanding with Our Lady of Mount Carmel School for Title II funds and services for the 2023-24 school year at a cost not to exceed $9,321.94.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.15: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies. Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities.

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

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

Total Allocation:	
$9,321.94	Title II Funds
(Amount)	(Name of funding source and/or location)

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

Amendment to the Memorandum of Understanding ESEA Title II

Provision of Title II
Professional Development to Private Schools

2023-2024

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 2023-2024 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 are identified through the accreditation process. For the 2023-2024 school year, Our Lady of Mt Carmel continues its ongoing training sessions from FACTS Education Solutions.

Section 3: What services and products will be provided?

After a meeting on October 20, 2023, Our Lady of Mt Carmel (OLMC) selected FACTS Education Solutions, LCC as a third-party provider who will provide professional development opportunities to Our Lady of Mt Carmel staff. The amount for these professional development sessions for the school year 2023-24 shall not exceed $9,321.94.

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 $9,321.94 for the 2023-24 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.

This MOU will be amended to extend the term as follows:

~ October 20, 2023 – September 30, 2024

Section 4: How, when, where, and by whom will the services be provided?

Professional development workshops will be provided from October 20, 2023, thru September 30, 2024, 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 met 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 determined the extension of the term of this MOU.

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: _____Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: ____Marilyn Adrianzen_____Phone No: _____(619)428-4476_____

Signature: _____ Date: _____

Title: __Chief Business Official_____ Board Approval: ____06-20-2024_____

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: EXTEND AGREEMENT WITH SBCS CORPORATION FOR THE HERE NOW PROGRAM FOR 2024-25

BACKGROUND INFORMATION:
The purpose of this Memorandum of Understanding (MOU) is to maintain the effective working relationship established between SBCS Corporation (SBCS) and our District for the purpose of implementing coordinated services. The goal of the service partnership is to collaborate in a public health approach to prevent youth suicide, suicidal ideation, and foster safe schools with suicide and bullying prevention education through the **H**elping, **E**ngaging, **R**econnecting and **E**ducating (**HERE)** Now Program.

Educational Services Department is requesting approval to extend the MOU for the HERE Now Program, which will continue at San Ysidro Middle and Vista Del Mar Middle Schools. The term of this extension is from July 1, 2024, through June 30, 2025 (Option 1 of 3).

RECOMMENDATION:
Approve/Ratify to extend the agreement with SBCS Corporation for the HERE Now Program to continue at our middle schools during the 2024-25 school year at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 3: Student Engagement and School Climate ~ All students will be educated in positive environments that are welcoming, safe, and drug-free.
Goal 4: Social Emotional Well-Being and Mental Health: All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
SBCS CORPORATION

Pursuant to the terms of that certain agreement entitled HereNow ("Agreement"), entered into effective July 1, 2023 between SBCS Corporation ("SBCS) and San Ysidro School District ("Subrecipient"), SBCS hereby exercises its option to extend term of the Agreement as follows:

OPTION NO.	1 of 3
OPTION TERM	July 1, 2024
	June 30, 2025

All other terms and conditions of the Agreement shall remain in full force and effect.

SBCS CORPORATION
California non-profit, public benefit corporation

By: _____ Date: _____
Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

SAN YSIDRO SCHOOL DISTRICT

By: _____ Date: _____
Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Rd. San Ysidro, CA 92173

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS: LEARNING AND LEADERSHIP DIVISION

BACKGROUND INFORMATION:
This agreement is between our District and the San Diego County Superintendent of Schools' Learning and Leadership Division. Its purpose is to support teachers in identifying high-quality tasks, increase collaborative learning environments in classrooms, and collaborate with teachers across and within sites on what middle school math classroom experiences should be for all students.

The scope of work includes the County designing and facilitating seven (7) days of professional learning centered around increasing teacher knowledge of high-quality tasks and collaborative classroom environments to improve engagement, problem-solving skills, and discourse in San Ysidro middle school classrooms.

Term: July 1, 2024 to June 30, 2025

RECOMMENDATION:
Approve the agreement with San Diego County Superintendent of Schools: Learning and Leadership Division to provide math professional learning services to middle school teachers during the 2024-25 school year at the cost of $10,665.00 from the Title II fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.15: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies. Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities.
Action 1.22: Continue to focus on instructional design for Math including CCSS based gradual release lessons and small group support/tutoring to ensure access for all students through intervention and scaffolding to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

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

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

$10,665.00	Title II Funds
(Amount)	(Name of funding source and/or location)

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

SERVICES AGREEMENT
BETWEEN
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
LEARNING AND LEADERSHIP DIVISION
AND
SAN YSIDRO SCHOOL DISTRICT

This Agreement is made and entered into by the SAN YSIDRO SCHOOL DISTRICT, hereinafter referred to as **SYSD**, and San Diego County Superintendent of Schools: Learning and Leadership Division, hereinafter referred to as **COUNTY.**

I. PURPOSE & SCOPE

The overarching professional learning goals led by **COUNTY** will be:

Purpose: To support teachers in looking at high quality tasks, increase collaborative learning environments in classrooms, and collaborate with teachers across and within sites on what middle school math classroom experiences should be for all students in the San Ysidro School District.

- Teachers will examine high quality tasks and research supporting use of such tasks.
- Teachers will investigate ways to modify existing tasks from curriculum to increase the quality of the task for student engagement
- Teachers will examine the CA Math Framework (2023) to reflect on its recommendations for using high quality tasks in collaborative learning environments.
- Teachers will engage in lesson study to facilitate the implementation of high-quality tasks in collaborative learning environments.
- Teachers will reflect on these practices and design future lessons to incorporate tasks and discourse/ collaboration opportunities for students.

SCOPE OF WORK

Design and facilitate seven (7) days of professional learning centered around increasing teacher knowledge of high-quality tasks and collaborative classroom environments to improve engagement, problem solving skills, and discourse in San Ysidro middle school classrooms.

The locations of the professional learning will be in-person unless it is considered unsafe and acceptable by both **SYSD** and **COUNTY** to be virtual. The in-person location will be at a SYSD location.

II. SYSD RESPONSIBILITIES UNDER THIS MOU

- **SYSD leaders commit** to identifying mutually agreed upon date and time for professional learning.
- **SYSD leaders commit** to communicate with teachers for the purposes of date and time of the professional learning and coaching by SDCOE.
- **SYSD leaders commit** to provide the facility for the professional learning.

III. COUNTY RESPONSIBILITIES UNDER THIS MOU

COUNTY agrees to undertake the following activities:

- Identify mutually agreed upon date and time for professional learning.
- Design and facilitate professional learning as outlined in the scope of work.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Contract Terms and Conditions

A. The Term of Contract shall be for the 2024-2025 school year, beginning July 1, 2024 and ending June 30, 2025.

B. **SYSD** agrees to pay **COUNTY** the amount due for services provided to **SYSD** under the terms of this Agreement, within 30 days of receipt of invoice.

   i. Payment
      1. The total contract due within 30 days of receipt of invoice.

C. The total Contract cost will not exceed $10,665

D. Fees contracted shall include:
   i. Planning and delivery of professional development
   ii. Consultation and support
   iii. Mileage

E. This agreement may be cancelled prior to June 30, 2025 upon mutual written agreement **SYSD** and **COUNTY**. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due to payable to **COUNTY**.

F. This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party of its employees, agents, officers, and associates.

G. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder to the extent that the claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

SDCSS is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCSS property

GOVERNING LAW/VENUE SAN DIEGO

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

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

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

[SIGNATURE PAGE FOLLOWS]

CONTACT INFORMATION

SDCOE Contact:
Cara Hetrick
Math Coordinator, Curriculum & Instruction
San Diego County of Education
Telephone: 858-292- 3536
Email: cara.hetrick@sdcoe.net

SYSD Contact:
Luis Ramos
Director of Educational Services
San Ysidro School District
Telephone: 619-428-4476 Ext. 3071
Email: Luis.ramos@sysdschools.org

V. EFFECTIVE DATE AND SIGNATURE

This Agreement shall be in force from July 1, 2024 to June 30, 2025. IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

San Diego County Superintendent of Schools

Signature

Michael Simonson
Deputy Superintendent,
CBO
Business Services Division

Name/Title

Date

San Ysidro School District

Administrator's Signature

Marilyn Adrianzen
Chief Business Official
San Ysidro School District
Telephone: 619-428-4476
Email: marilyn.adrianzen@sysdschools.org

Name/Title

Date

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE WRITE FOUNDATIONS TRAINING SERVICES

BACKGROUND INFORMATION:

This Memorandum of Understanding (MOU) is entered between the San Ysidro School District and the San Diego County Superintendent of Schools on behalf of its Learning and Leadership Division to provide professional development services.

The purpose of this MOU is to support site leaders (teachers, lead teachers, and administrator) in their collective efforts to (a) deepen their understanding and application of culturally and linguistically responsive instruction, (b) deepen and expand their knowledge of academic literacy instruction, including a focus on language development, and (c) make connections between new learning and current practice.

The services to be provided include Professional Learning, Implementation Support, and Coaching as follows:

- Two (2) days intensive WRITE Foundations Training (14 hours)
- Consultation, collaboration, and coaching meetings with WRITE Team members as needed by the District team
- Design of any necessary materials, presentations, and resources (including asynchronous)
- Coordination calls and other communications, as needed

The term of this MOU is from July 1, 2024, to June 30, 2025.

RECOMMENDATION:

Approve the Memorandum of Understanding with the San Diego County Superintendent of Schools for the 2024-25 WRITE Foundations Training Services, with a total cost of $4,500.00 to be paid from the Title II Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.15: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies. Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities.

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

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

$4,500.00	Title II Fund
(Amount)	(Name of funding source and/or location)

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN YSIDRO SCHOOL DISTRICT

AND

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

This memorandum of understanding (MOU) is entered into this 21st day of JUNE 2024 by and between the SAN YSIDRO SCHOOL DISTRICT, referred to as DISTRICT, and the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, on behalf of its Learning and Leadership Division, hereinafter referred to as COUNTY.

I. PURPOSE & INTENDED OUTCOME

Purpose

- Support site leaders (teachers, lead teachers, and administrator) in their collective efforts to (a) deepen their understanding and application of culturally and linguistically responsive instruction, (b) deepen and expand their knowledge of academic literacy instruction, including a focus on language development, and (c) make connections between new learning and current practice.

Expected Outcomes

- Increase awareness and understanding of culturally and linguistically responsive instruction.
- Increase understanding and knowledge of equity-centered academic literacy design and schoolwide implementation.
- Increase teacher expertise in evidence-based practices aligned to the CCSS Writing Standards that will support the implementation of standards-based classroom instruction.

II. SERVICES

Professional Learning, Implementation Support, and Coaching by **two trainers** as follow:

- Two (2) days intensive WRITE Foundations training (total of 14 hours)
- Consultation, collaboration, and coaching meetings with WRITE Team members as needed by the SYSD team
- Design of any necessary materials, presentations, and resources (including asynchronous resources)
- Coordination calls and other communications, as needed

III. OWNERSHIP OF MATERIALS

All materials and documents, including without limitation memoranda, reports, specifications, designs, plans, maps, and other documents prepared for, or obtained

related to the scope of, this Agreement shall be property of COUNTY from the moment of their creation.

IV. CONTRACT TERM

This contract shall be in force from July 1, 2024 to June 30, 2025.

V. PAYMENT

DISTRICT agrees to pay COUNTY for services provided, within 30 days of receipt of invoice **$4,500.00 (Four Thousand Five Hundred dollars).**

VI. GOVERNING LAW VENUE SAN DIEGO

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

VII. COMPLIANCES WITH LAW

The parties shall be subject to and shall comply with, all Federal State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

VIII. ENTIRE AGREEMENT

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

IX. HOLD HARMLESS

Each party agrees to hold harmless, defend, and to indemnify the other, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from or alleged to have arisen from the indemnifying party's performance or lack thereof under this agreement.

X. CANCELLATION OF AGREEMENT

This Agreement may be canceled prior to July 1, 2024, upon mutual written agreement of the parties in the event of cancellation of this Agreement, payment of fees for services provided prior to cancellation will be immediately due and payable to COUNTY.

XI. CONTACT INFORMATION

<u>County Contact:</u>
Maria Cordero
ELC, MEGA Dept.
Learning and Leadership Services
6401 Linda Vista Road
San Diego, CA 92111
858-298-2009

<u>District Contact:</u>
Luis Ramos
Director of Educational Services
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619)428-4476

maria.cordero@sdcoe.net Luis.ramos@sysdschools.org

XII. FINAL APPROVAL

This Agreement is of no force or effect until approval by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executive on their behalf by their fully authorized representatives.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	SAN YSIDRO SCHOOL DISTRICT
_____	_____
Signature	Signature
_____	_____
Michael Simonson	Marilyn Adrianzen
Deputy Superintendent, CBO.	Chief Business Official_____
Title	Title
_____	_____
Date	Date
	Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE LIBRARY MEDIA SERVICES SUBSCRIPTION

BACKGROUND INFORMATION:
The Librarian of Record (LOR) service ensures compliance with California Education Code and provides access to SDCOE's teacher librarian, library resources, selected professional learning, and customized consulting.

The San Diego County Office of Education Schools Librarian will serve as the "Librarian of Record" as stipulated in the California Education Code, sections 18100 – 18103, 18176, and 44868. SDCOE makes it easy to connect districts or charter schools with a credentialed librarian as required by state law. Whether it is reading, research, or technology, a certificated librarian is the key to transforming the library media center into the hub of any learning community.

For Librarian of Record services and Board of Education approved book lists, the district will pay to the County the rate of $0.49 per CDE reported student enrollment of 4,260.

The term of this agreement is from July 1, 2024, through June 30, 2025.

RECOMMENDATION:
Approve the agreement with San Diego County Superintendent of Schools for the Library Media Services Subscription during the 2024-25 school year at the total cost of $2,087.40 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

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

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

$2,087.40	General Fund
(Amount)	(Name of funding source and/or location)

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

San Diego County Superintendent of Schools
Agreement for Library Media Services Subscriptions

The Governing Board of the San Ysidro School District, hereinafter called the "District," and the San Diego County Superintendent of Schools, hereinafter called the "County," agree as follows:

COUNTY SERVICES

1. The San Diego County Office of Educations Schools Librarian will serve as the "Librarian of Record" as stipulated in the California Education Code, sections 18100 - 18103, 18176, and 44868.

DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES
(2022-23 student enrollment reported by Dataquest, CDE = 4,260)

1. For Librarian of Record services and Board of Education approved book lists, the District will pay to the County the rate of $0.49 per CDE reported student enrollment 4,260 x $0.49 = $2,087.40.

For Librarian of Record service the District will pay to the County the total amount of **$2,087.40**. The transfer of funds to the County School Service Fund will take place via Auditor Transfer in January of this fiscal year.

PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES

This agreement is in effect July 1, 2024, through June 30, 2025.

RENEWAL TERMS

District and County will review this contract annually.

COUNTY AND DISTRICT CONTACT INFORMATION

County Representatives

Cindy Dunlevy
Coordinator
San Diego County Office of Education
Library Media Services
6401 Linda Vista Road 321 South
San Diego, CA 92111
858 298-2024
cidunlevy@sdcoe.net

Jonathan Hunt
Coordinator
San Diego County Office of Education
Library Media Services
6401 Linda Vista Road 321 South
San Diego, CA 92111
858 298-2025
jonathan.hunt@sdcoe.net

District Tech Representative

Name:	Todd Lewis
Title:	Director of Education Technology
Location:	San Ysidro School District
Address:	4350 Otay Mesa Road
CT/ST/ZC:	San Ysidro, CA 92173
Phone:	(619)428-4476, Ext. 3062
Email:	Todd.lewis@sysdschools.org

District Contact for Communication

Name:	Luis Ramos
Title:	Director of Educational Services
Location:	San Ysidro School District
Address:	4350 Otay Mesa Road
CT/ST/ZC:	San Ysidro, CA 92173
Phone:	(619)428-4476, Ext. 3071
Email:	Luis.ramos@sysdschools.org

HOLD HARMLESS

Contractor shall defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, volunteers, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all attorney fees and other related costs and expenses. Contractor shall reimburse County and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its directors, officials, officers, employees and agents. The Contractor's duty to defend, indemnify, and hold the County harmless shall not apply to the extent a claim is due to the negligence or willful misconduct of the County.

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

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

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

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

By _____
(Authorized Signature)

Michael Simonson
Name

Deputy Superintendent, Chief Business Officer
Title

_____
Date

SAN YSIDRO SCHOOL DISTRICT

By _____
(Authorized Signature)

Marilyn Adrianzen
Name (printed)

Chief Business Official
Title

_____
Date

marilyn.adrianzen@sysdschools.org
Email

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Russell Little,
Assistant Superintendent,
Educational Leadership and
Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EXPATIATE COMMUNICATIONS AND THE SOUTH COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA) FOR THE iTAAP SOFTWARE

BACKGROUND INFORMATION:
This agreement is between the District, Expatiate Communications, and the South County Special Education Local Plan Area (SELPA) to provide the iTAAP software. It is from 07/01/2024 through 06/30/2025. A web-based software system will be implemented to collect, record, and analyze information to support compliance with data reporting requirements and remove barriers to student learning.

RECOMMENDATION:
Approve the agreement with Expatiate Communications and the South County Special Education Local Plan (SELPA) to provide the iTAAP software for the 2024-2025 school year, not exceeding $17,300.00 from the General and Special Education funds.

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	

$17,300.00	General and Special Education Funds
(Amount)	(Name of funding source and/or location)

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

Software and Data Sharing Agreement
-Expatiate Communications, SELPA, San Ysidro School District

This Agreement, for the provision of providing the iTAAP software is entered into effective as July 1st, 2024 ("Effective Date") by and between Expatiate Communications ("company") and the South County Special Education Local Plan Area ("SELPA"), San Ysidro school district (collectively "the Parties").

Recital

WHEREAS, the Parties desire to implement a web-based software system for collecting, recording and analyzing information to support compliance with data reporting requirements and remove any barriers to learning for students.

WHEREAS, Company has developed, owns and deployed a predictive analysis platform known as the iTAAP System ("System") that projects outcomes for educational organizations reporting student academic progress data on the California Dashboard;

WHEREAS, the Parties desire to access and use the System and obtain the other services as provided herein;

WHEREAS, to implement the System, data will be exchanged by and between the Parties to this Agreement;

WHEREAS, the Parties desire to share such data in a safe and secure manner;

NOW, THEREFORE , in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

Agreement

1. Term. The Agreement shall be for the school year 2024-25 from the Effective Date (07/01/2024). The agreement shall terminate at the close of business day on 06/30/2025 unless extended in writing with mutual consent.

Parties shall have access to, but is not limited to:

A. Access to System Services by the Parties and any SELPA Users, as defined in section 2 below;
B. Initial training for the Parties as described in more detail in section 3 and **Exhibit A**; and
C. Maintenance and support of the System.

2. System Services. Subject to the terms of this Agreement, the Parties and SELPA Users (as defined below) may access and use the System for the benefit of their students. SELPA is responsible for the actions of all SELPA Users and other SELPA employees and agents, for ensuring that only SELPA Users (limited to Executive Director and Executive

SELPA Consultants) as well as the Parties (no more than 6 users). Authorized users are provided access to the System (including ensuring account name and password security), and that access of SELPA Users is limited to that portion of the System required for iTAAP and its associated websites, electronic workflows as determined necessary by the Company and Student Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement. "SELPA Users" means SELPA employees and the Parties designated employees as defined above.

3. **Training and Additional Services.** Upon written request and authorization by the SELPA, the Company will conduct additional training and provide additional services to the Parties if needed.

4. **Fee and Payment Schedule.** The Parties will compensate the Company at the rates found in exhibit B. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice.

5. **Termination.**

A. Termination Without Cause. SELPA or the Company may terminate this Agreement without cause prior to the expiration of the Term by giving the other party written notice of its intent to so terminate at least thirty (30) days prior to the termination date. There will be no fee associated with termination.

B. Termination For Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (10) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution.

C. Rights in Law and Equity Remain. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

6. **Data Privacy and Security.**

A) Ownership of System: The Company is and will remain the exclusive owners of all right, title and interest in and to the System and all derivative works, and in the materials., including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence. In addition, and upon mutual agreement between the SELPA and the Company, the Company shall own any and all other ideas, concepts, themes, technology, algorithms,

programming codes, documentation or other intellectual property or copyright table material conceived, developed, created, written or contributed by the Company pursuant to this Agreement ("Specific Developments"). The public entity Parties will have no rights in the System, any derivative works, the Specific Developments and Materials, except the right to access and use them as expressly set forth in this Agreement. The public entity Parties agree not to (i) alter, merge, modify, adapt or translate the System or Materials, or decompile, reverse- engineer, disassemble, or otherwise reduce the System or Materials to a human-perceivable form; (ii) sell, rent, lease or license the System or Materials; (iii) create derivative works based upon the System or Materials or; (iv) permit anyone other than SELPA Users to use the System. The Parties acknowledges that the System is confidential in nature and constitutes a trade secret of the Company and agrees to use reasonable efforts to prevent inadvertent disclosure of the System, or its elements to any third party during the Term or thereafter.

B) Implementation, Data Conversion, and Hosting: The Company agrees to provide the services associated with the implementation of the System and Student Data conversion and hosting.

C) Student Data: The Parties will use secure file transfer protocol (SFTP), to transfer required for the System data to the Company. The data will be securely stored and used only for the Parties and SELPA Users of these applications. At its sole discretion, the Company may provide user access to its platforms as required for data entry

D) Hosting: The System and Student Data will be hosted on Microsoft Azure cloud servers.

E) System Maintenance and Support: The Company agrees to provide maintenance and support of the System to the Parties. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the System; telephone and e-mail support for questions regarding operations of the System; change the System as necessary to incorporate upgrades and new features; support to the Parties in resolving problems/errors resulting from misuse or hardware/software failure; telephone or web conferences with the Parties to address future growth or modifications to the System. Maintenance and support of the System is provided at no additional cost to the Parties. The Company is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the System or databases by the Parties or SELPA Users, the Parties employees or agents, unless such modification or alteration is approved in writing by the Company, or (b) any failure of the Parties equipment or software.

F) Responsibilities of Public Entity Parties: The public entity Parties agrees to prepare and furnish to the Company upon request such information as is reasonably requested by the Company in order for the Company to perform its obligations under this Agreement.

G) Ownership and Control: The public entity Parties will retain ownership of, and the ability to control, all information, including Pupil Records (as defined below), imported into the System ("Student Data"). The Company may, however, internally use Student Data that has been de-identified, including aggregated de identified information, in order to improve its educational products, to demonstrate the effectiveness of its products and

In the development and improvement of educational sites, services or applications. Upon the termination of this Agreement, the Company agrees to assist in the transfer all Student Data back to the Parties in an industry standard open format such as SQL at no charge.

H) Sharing of Student Data: The Company will not share Student Data with or disclose it to any third party, except (i) to the Parties and SELPA Users, (ii) as directed by the Parties or SELPA Users, or (iii) as required by applicable law. When the Company believes that any disclosure is required by applicable law, it will promptly notify the Parties prior to the disclosure and give the Parties a reasonable opportunity to object to the disclosure.

I) Storage and Process: The Company will keep data on the secure Microsoft Azure cloud service location. The direct access to the data will be granted only to Expatiate Communications developers, working on supporting this application. All Parties and SELPA Users will be accessing this application via secure, Multi Factor Authentication (MFT) enabled web based applications.

J) Social Security Numbers: The Parties agree that it will not collect or store as part of the Student Data or otherwise any social security numbers.

K) Privacy and Security of Student Data: "Pupil Records" means any information (i) directly related to a pupil that is maintained by the public entity Parties or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other public entity Party employee, but does not include de-identified information, including aggregated de-identified information, used by the Company to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.

L) Ownership and Control of Pupil Records: Pupil Records obtained by the Company from the Parties will continue to be the property of and under the control of the individual public entity Parties,

M) Use of Pupil Records: The Company will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student's Pupil Records to engage in targeted advertising.

N) Security and Confidentiality: The Company will take all legally required actions to ensure the security and confidentiality of Pupil Records, including but not limited to the designation and training of responsible individuals. The Company will identify those employees and subcontractors who will have access to Pupil Records and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Agreement with respect to Pupil Records. The Company warrants that all Pupil Records will be encrypted in transmission.

O) Notice of Unauthorized Disclosure: In the event of an unauthorized disclosure of Pupil Records, each party agrees to advise the other promptly upon discovery of such a disclosure and, if required by law, the Parties will notify their respective affected parents, legal guardians, or students who have reached 18 years of age, as applicable, in writing of

such unauthorized disclosure.

P) Certification of Non-Retention: The Company certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to the Company upon completion of the terms of this Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

Q) Student Data Privacy Compliance: The Parties shall adhere to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, California Education Code sections 49060-49085, and applicable federal and state laws and District policies concerning the data shared under this Agreement.

34 C.F.R. §99.30 and Education Code §49076(a) require the consent of the education rights holder prior to the release of personally identifiable information ("PII") from the education record of a student. An exception to the consent requirement is provided for in 34 CFR §99.31(a)(1)(i) and Education Code §49076(a)(2)(G)(i) for contractors "performing institutional services or functions otherwise performed by school employees." These contractors are considered "school officials" under FERPA and the California Education Code. Under this Agreement, the Parties are considered to be such school officials with legitimate educational interests performing an institutional service or function for which the public entity Parties would otherwise use employees within the meaning of 34 C.F.R. §99.31(a)(1)(i) and Education Code §49076(a)(2)(G)(i) and this allows the public entity Parties to disclose PII from education records of students without the consent required by 34 C.F.R. § 99.30 and Education Code §49076(a).

Data Access Provision: San Ysidro School District understands and fully agrees that it will provide administrator access to Expatiate in order to link its data systems with iTAAP. Such access at the minimum shall be for the LEA's CALPADS, SIS and Special Education Systems. Expatiate may further request access to any data warehouse, systems or repositories as maintained by the LEA if applicable for fulfilling the requirements under this agreement. Once systems access is provided, LEA shall not need to transfer or send any data to Expatiate. No other data transfers protocols such as SFTP, batch processing or emails shall apply.

7. Warranties

System Warranty: The Company warrants to the Parties that the System as delivered, will materially comply with the published specifications for such System. The Company does not warrant that the operation of the System will be uninterrupted or error-free. In particular, for purposes of the foregoing warranty, and the Parties acknowledge that the system is not and cannot be made to be 100% accurate, and that any errors or failure to perform shall not be deemed a breach of such warranty unless they are significant and not to be expected in light of the limitations of systems of this type.

Disclaimer of Warranties: Except for the express warranty set forth above, the system and all Company services are provided "as is" and the Company hereby disclaims all warranties, whether express, implied, statutory or other, and specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, usage or trade practice. All third-party services are provided "as is" and any representation or warranty of or concerning any third-party services is strictly between the Parties and the third-party owner or distributor of the third-party services.

8. Indemnification

By Company: Expatiate agrees to defend, indemnify and hold harmless the public entity Parties and their directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the public entity Party's use of the System infringes or misappropriates the proprietary or intellectual property rights of any third party, except tothe extent that such

infringement results from the Party's misuse of or modifications to the System; (ii) that results from the gross negligence or intentional misconduct of the Company or its employees or agents; or (iii) that results from any material breach of any of the representations, warranties or covenants contained herein by Expatiate.

By the Public Entity Parties: To the extent permitted under applicable law, the public entity Parties agrees to defend, indemnify and hold harmless the Company and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the gross negligence or intentional misconduct of the public entity Parties or their employees or agents or (ii) any material breach of any of the representations, warranties or covenants contained herein by the public entity Parties.

Indemnification Procedure: The Parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("Indemnifying Party") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("Indemnified Party"), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be done by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party 's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Patty with respect thereto.

9. Insurance

Company shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors' and officers' coverages, including cybersecurity coverage, comprehensive general liability coverage, and automobile liability coverage. Service Provider shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

10. General Provisions

A) Governing Law: This Agreement shall be governed in all respects by the laws of the state of California and any applicable federal law. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) Dispute Resolution:

i) The parties shall attempt in good faith to resolve any dispute arising out

of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Either party may give the other party written notice of any dispute not resolved in the normal course of business.

ii) Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

iv) At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 1 above.

v) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs i and ii above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

vi) If the matter is not resolved by negotiation pursuant to paragraphs 1 through 4 above, then the matter will proceed to arbitration as set forth below.

C) Arbitration

i) Any dispute, controversy or claim arising out of or relating in any way to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be exclusively resolved by binding arbitration in San Diego, California, or another location mutually agreed to by the parties. The parties will mutually select the arbitrator who need not be affiliated with an arbitration services. If the parties cannot agree on a private arbitrator, the parties will mutually agree on an arbitrator from either ADR Services, Inc. ("ADR Services") or JAMS. The arbitration shall be administered by either ADR Services, Inc. ("ADR Services") or JAMS, whichever provider has the earliest availability. The arbitration shall be binding with no right of appeal.

ii) The arbitration shall be conducted pursuant to the chosen arbitrator service provider Rules and Procedures. Any disputes regarding which rules shall apply

shall be decided by the arbitrator. The parties, by written agreement, may vary the procedures set forth in these rules. With the appointment of the arbitrator, such modifications may be made only with the consent of the arbitrator. Unless the parties or the arbitrator determine otherwise, the Expedited Procedures shall apply.

iii) The costs of arbitration, including the arbitrator's fees, shall be borne equally by the parties to the arbitration, unless otherwise ordered by the arbitrator or agreed upon by the parties.

iv) The parties to this agreement further agree to abide by any award rendered by the arbitrator. Judgment on the award rendered by the arbitrator may otherwise be entered in any court having jurisdiction thereof.

D) Language: All communications made or notices given pursuant to this Agreement shall be in the English language.

E) Assignment: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by any Party.

F) Amendments: This Agreement may only be amended in writing signed by the Parties.

G) No Waiver: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of any Party. Only an additional written agreement can constitute a waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute a waiver of such term or any other term.

H) Severability: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

I) Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes any prior or contemporaneous understandings, whether written or oral.

J) Headings: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

K) Counterparts: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

L) Force Majeure: No Party shall be liable for any failure to perform their obligations under this Agreement due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, pandemics,

embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances. Notwithstanding, in the event of a pandemic and related quarantine, to the extent that System and related services, can continue to be delivered remotely, the Parties will be expected to continue to meet their obligations under this Agreement.

M) Notices Electronic Communications Permitted:

i) Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Parties in accordance with this clause.

The relevant contact information for the Parties is as follows:

Company: arjun.kushwaha@excomweb.com

SELPA: rcoronado@sdcoe.net

San Ysidro School District: russell.little@sysdschools.org

Notices sent as above shall be deemed to have been received two (2) business days after the day of posting (in the case of inland first class mail), or next working day after sending (in the case of email. In proving the giving of a notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

N) Authority To Contract. Each Party warrants to the other that the signatory to this Agreement has been delegated the authority to enter into this Agreement.

Notwithstanding, the contract may not be binding until it has been approved or ratified by the Parties Governing Boards.

EXECUTION: Software and Data Sharing Agreement (Expatiate Communications, SELPA, San Ysidro School District)

Name: **Expatiate Communications LLC.**
Name: Arjun Kushwaha
Representative Title: Managing Director

Signature/Date: _____

Name: **South County Special Education Local Plan Area**
Name: Russell Y. Coronado
Representative Title: South County SELPA

Signature/Date: _____

Name: **San Ysidro School District**
Name: Marilyn Adrianzen
Representative Title: Chief Business Official

Board approved: _____

Signature/Date: _____

Exhibit B

Expatiate
Communications

iTAAP pricing.
2024-2025

One time set up fee $7800 - Applies to all LEAs over 500

ADA	per Pl ADA	Data literacy/Pl ADA
>50,000	$ 2.80	$ 1.00
30,000-49,999	$ 3.25	$ 1.00
15,000 to 29,999	$ 4.15	$ 1.00
5000-14,999	$ 5.00	$ 1.00
501 to 4,999	$ 6.25 (waived for the first year)	$ 1.00
<500	flat fee $9,500/yr	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH TWIG EDUCATION

BACKGROUND INFORMATION:
Twig Science is an educational company dedicated to providing an interactive science program that gets students immersed in the exciting world of science and natural phenomena.

Educational Services adopted the Twig Science Program from Twig Education for grades Transitional Kindergarten to fifth during the 2023-24 school year, and would like to offer additional teacher training, as this curriculum is so extensive.

Cost implications include $10,000.00 for two training sessions scheduled for July 23, 2024.

RECOMMENDATION:
Approve the service agreement with Twig Education to provide teacher professional development sessions at the total cost of $10,000.00 from the Title II fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.15: Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice (SMPs), Science, and Social Studies.
Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities.

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

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

$10,000.00	Title II Fund
(Amount)	(Name of funding source and/or location)

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

twig EDUCATION is now owned by imagine learning

PLEASE SUBMIT PURCHASE ORDERS TO TWIG EDUCATION

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	5/23/2024
Quote No.	Q-56179
Acct. No.	12205510
Total	10,000.00
Pricing Expires	11/02/2024

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro CA 92173
United States

Payment Term	Contract Start	Contract End
Net 30	6/1/2024	12/19/2025

Site	Description	End Date	Qty
San Ysidro School District	PD - IL Onsite Day - Twig	12/19/2025	2

Subtotal	10,000.00
Tax Total	0.00
Total	10,000.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at https://www.imaginelearning.com/twig-standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Twig's written consent.

San Ysidro School District

Signature: _____
Print Name: Marilyn Adrianzen
Title: Chief Business Official
Date: _____

Board approved: _____

Imagine Learning Representative

Kori McAbee
Account Executive -
kori.mcabee@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

TERMS AND CONDITIONS OF COMPANY SERVICE

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Twig Education Inc., a subsidiary of Imagine Learning LLC ("Company") and the Customer identified on the Price Quote for Services. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 "Confidential Information" means all non-public, proprietary, or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4 or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 "Documentation" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.

1.9 "Instructional Services" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 "Price Quote for Services" means the order form signed by Customer that references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 "Professional Development" means all implementation planning, program design, administrative and instructional training, consulting, and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.

1.12 "Services" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video, and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Price Quote for Services or if the Services are terminated for any reason.

1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF SERVICES

2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services or this Agreement.

2.2 **Support Services**. Company will provide Customer with the support services described at http://help.imaginelearning.com/hc/en-us.

2.3 **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users, not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those license and Service types listed on the Price Quote for Services are applicable to this Agreement.

a) **Concurrent License** – provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.

b) **Reusable License** – provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

c) **Single User** – available to a single User identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.

d) **Site License** – provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote for Services. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in

and participating in learning services provided by the private school or tutoring provider.

3.2 Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter, or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer, or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function, or graphic for competitive purposes.

3.3 Ownership. Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title, and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses (**"**Open Source Software**"**). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software, and Company's modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30) calendar days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) calendar days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term (as defined in Section 11.1), provided that Company provides Customer with written notice of such change at least sixty (60) calendar days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving government funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Services performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely for the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services but not for use with an audience beyond that of Authorized Users. As between the parties, Customer owns all right, title, and interest in the Customer Content.

6.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent

right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic, or unlawful; (iv) contain any viruses, worms, or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique user identification ("User ID"). User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols, and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

6.4 Customer Responsibility for Access, Content, and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICES, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9. CONFIDENTIALITY; PRIVACY

9.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this requirement.

9.2 Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all data protection and privacy laws, rules, and regulations ("Applicable Laws") applicable to its performance under this Agreement. Company's Privacy Policy (as may be updated by Company from time to time) is incorporated by reference into these terms and conditions and contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at https://www.imaginelearning.com/privacy ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3 Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical, and physical security measures designed to protect Confidential Information from unauthorized access, disclosure, and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4 Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

9.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1 By COMPANY. Company shall indemnify, defend, and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, patent, or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing intellectual property, software, or services that do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect and, upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors, or representatives of Company, for claims and actions described in this Section 10.1.

10.2 By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify, defend, and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules, and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including, without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end user, (b) Customer's unauthorized use of Services hereunder and/or Customer's breach or alleged breach of any of this Agreement, including, without limitation, its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder except to the extent the indemnifying party has suffered actual material prejudice by such failure; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be for the term ("Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) calendar days after its receipt of written notice of such breach.

11.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12, and 13 will survive the expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE If Customer is a school or district or other state or municipal governmental agency (a "State School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the jurisdiction where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. If Customer is a State School, each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to any such suit or action in any court of competent jurisdiction located where the Customer resides. If Customer is not a State School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all applicable laws, rules, and regulations that are applicable to its use of the Services hereunder. Notwithstanding anything in this Agreement to the contrary, each party acknowledges and agrees that any violation of Sections 9.1 or 9.2 will cause immediate and irreparable injury, loss, and harm to the other party, that money damages would not afford an adequate remedy, and the other party will be entitled, without waiving any other rights or remedies, without the necessity of showing any actual damages, and without the necessity of providing any bond or security, to seek injunctive or equitable relief and specific performance of section 9.1 of this Agreement and may apply at any time for an injunction or specific performance before any court of competent jurisdiction anywhere in the world. If either party commences any legal action arising out of or relating to this Agreement, the prevailing party in the action will be entitled, in addition to any other rights and remedies it may have, to recover from the other party in the action the reasonable costs and attorneys' fees that it incurred in the action, including, without limitation, copy costs and expert and consultant fees and expenses.

13. MISCELLANEOUS.

13.1 Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list Customer (including, without limitation, by using Customer's name and/or Customer's logo, as determined by Company) as a customer on Company's website or in documentation to be shared electronically or in print.

13.2 Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3 No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services, contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4 Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5 Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation, or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6 Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7 Export. The use of the Services is subject to U.S. export control laws, rules, and regulations and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws, rules, and regulations.

13.8 Notice. All notices, demands, requests, and other communications required or permitted under this Agreement must be in writing and in the English language. Notices must be given by: (a) personal delivery with a signed acknowledgement of receipt; (b) electronic mail with acknowledgment of receipt; or (c) a commercial courier service, delivery charge prepaid, return receipt requested. Notice will be deemed effective on the earliest of: (i) the date of personal delivery to the other Party with signed acknowledgement of receipt; (ii) the date of acknowledgment of receipt of the electronic mail by the Party receiving the notice by electronic mail; or (iii) the date of receipt by the other Party as stated on the return receipt.

13.9 No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date of last signature below.

TWIG EDUCATION LIMITED, a subsidiary of IMAGINE LEARNING LLC	**CUSTOMER:**
Signature:	Signature:
Printed Name:	Printed Name: Marilyn Adrianzen
Title:	Title: Chief Business Official
Date:	Date:

Board approved: _____

Addendum for Professional Development

1. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Price Quote for Services, Company may also provide Professional Development Services, which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Price Quote for Services ("PD Services"). Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.

    a. **Charges for PD Services.** Before delivering PD Services, Company must receive a signed Price Quote for Services specifying the number of hours included and the cost of the services provided and must complete all necessary setup and implementation services required to demonstrate and use the Services. PD Services will be available for use by Customer only during the Term of the Subscription.

    b. **Use of Customer's Facilities.** If Company will provide any PD Services at Customer's premises, Customer shall advise Company in advance of any instructor requirements for Company personnel, and Company will be responsible for ensuring that all Professional Development personnel meet and comply with all such requirements.

    c. **Forfeiture & Cancellation of PD Services.** PD Services purchased but not scheduled and delivered within the first year of the Term will be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if PD Services are changed or cancelled less than seven (7) calendar days prior to the scheduled delivery date. Company reserves time exclusively for the Customer once PD Services have been scheduled. If Customer is a no-show or cancels scheduled PD Services in less than seven (7) calendar days before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of PD Services.

2. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of PD Services are subject to Section 3 of the Terms and Conditions, are the property of Company, and Customer may not record, reproduce, or copy such content without Company's express written authorization.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 20, 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 VILLALVA TRUCKING AND TRAINING

BACKGROUND INFORMATION:
During the year, bus drivers are required to be state-certified to keep up with California Highway Patrol regulations. Villalva Trucking and Training services will provide classroom instruction, documentation, and updates to driver's records for the District and its drivers to be in compliance.

RECOMMENDATION:
Approve the agreement with Villalva Trucking and Training for services from July 1, 2024, to June 30, 2025. Services will be provided on an "as-needed basis" at a cost not exceeding $10,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

NOT TO EXCEED	
$10,000.00	General Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 21st day of June, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Villalva Trucking and Training / Frank Villalva Jr.	619-735-0007
Company/Consultant	Telephone Number
1450 Melrose Avenue #33, Chula Vista, CA 91911	N/A
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2024 To: June 30, 2025 "as needed basis"

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant and Subcontractor(s) shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant and Subcontractor(s) shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant and Subcontractor(s) shall, at its own 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, subcontractors, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement
The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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 **Additional Insured 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). If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage
For any claims related to this contract, the **Consultant's/SubContractor's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation
Consultant hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that
Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Villalva Trucking and Training**	
Name:	Frank Villalva Jr.	
Title:	State Certified Instructor	
Address:	1450 Melrose Ave. #33	
City/State/Zip Code:	Chula Vista, CA 91911	
Telephone:	619-735-0007	
Email:	villalvatraining@gmail.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Jose Iniguez, Ed.D.
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3065
Email:	Marilyn.adrianzen@sysdschools.org	Jose.iniguez@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	**DISTRICT**
Villalva Trucking and Training	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Frank Villalva, Jr. (Owner)	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

Villalva Training

EXHIBIT A

Training Fee Schedule

Consultants are certified instructors by the State of California. Consultant will provide the following services as directed by the District.

Original Classroom: Certified Instructors are required by the State of California Department of Education (CDE) to cover the entire manual when conducting an original class. This consists of 12 units from the instructor's manual. Class Participants must pass a final exam to complete the course.

Hours: Unit 1-12: 20-30 hours
First Aid: 2 hours (If Applicable)

Behind the Wheel Training (BTW): CDE requires a minimum of 20 BTW driving hours for each original trainee. On average it takes 20-40 hours to train an original driver depending on their skill set. In addition, they need pre-trip training which takes 5-10 hours of training. They must pass a final appraisal to complete the course**.**

Hours: BTW:20-30 hours
Pre-Trip: 5-10 hours
CHP Prep: 2-6 hours

Monthly in-service classes and documentation: We will provide in-service classes throughout the year to maintain compliance and maintain all T-01/T-02 for driver compliance.

Hours: Varies depending on your facility's available times and needs

Fee Schedule:

Original Classroom:	**$125 per hour Total: $2000-$4000**
BehindThe Wheel Training:	**$125 per hour Total: $2000-$4000**
Pre-Trip/Breaks:	**$125 per hour Total: $1000-$3000**
CHP Prep:	**$125 per hour Total: $200-$800**
In-Service Class:	**$125 per hour Total: Varies**
Specialized Training:	**$125 per hour Total: Varies**

Total per original driver: 45-60 hours depending on trainee skill level: $5000-$8000

(EX: Mountain training, Vehicle in-service, Bus stop checks, Accident review/retraining)

T-01 documents will not be distributed until proper payments have been received. Invoices will be submitted on a monthly basis for services completed.

Please don't hesitate to contact us for additional information or clarification.

Owner-Frank Villalva: 619-735-0007 State Certified Instructor
Cynthia Zwartjes: 619-750-5004 State Certified Instructor

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These grants/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:
Accept donations and grants valued at $20,997.94 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

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

DONATIONS/GRANTS	Cash/Checks Only Donations Account ot Grant Accounts
$20,997.94	
(Amount)	(Name of funding source and/or location)

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

BOARD MEETING: 06-20-24		Donation / Grant		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Park Haven Apartments	Willow	$8,998.97	NA	Chromebooks
Park Haven Building & Management Corp	Willow	$8,998.97	NA	Chromebooks
Assistance League Greater San Diego	District	NA	$3,000.00	1000 Soap bars

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: DISPOSAL OF OBSOLETE/OUTDATED INSTRUCTIONAL MATERIALS

BACKGROUND INFORMATION:
Pursuant to California Education Code 60530, and Board Policy/Administrative Regulation No. 3270, the district may dispose of unusable surplus or undistributed obsolete instructional materials by means of sale, donation and/or destruction (recycle).

Due to the recent adoption of K-6th grade Social Studies materials, there is a need to dispose of all the old Social Studies materials ~ 2007 California Vistas, McMillan/McGraw-Hill (K-6). These materials are considered obsolete, damaged and/or outdated and are recommended for disposal via recycling/destruction.

The District also seeks authorization to post for any individuals, agencies, and organizations that may be interested in submitting a bid to purchase these materials. Any materials that are not sold will be donated and/or recycled.

RECOMMENDATION:
Approve the disposal of outdated/obsolete instructional materials from all our school libraries by means of sale, recycling and/or destruction in compliance with Education Code 60530.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Safety, Climate and Student Engagement

☐ **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
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH RENAISSANCE LEARNING, INC. – EDUCLIMBER SYSTEM

BACKGROUND INFORMATION:

eduCLIMBER is an interactive system that integrates all child data into a single platform with built-in tools for intervention tracking, collaboration, effectiveness reporting, early warning, driving system-level improvement, and more.

Some of the benefits of eduCLIMBER are:

- ***Provide all stakeholders with the right access to whole child data*** – including academics, social-emotional behavior, attendance, behavior incidents and interventions.
- ***Supercharge your equity-based MTSS*** – with built-in tools for need identification, intervention management, and evaluation effectiveness through an equity lens.
- ***Take the heavy lifting out of the data-driven whole child supports*** - with effortless data triangulation, a customizable early warning system, and action-oriented workflow tools.
- ***Drive continuous, system-level improvement*** - with a holistic view of district needs.

Educational Services is requesting approval to enter into a purchase agreement with Renaissance Learning, Inc. for the implementation of the eduCLIMBER system during the 2024-25 school year.

The products and services included in this 1-year agreement are:
Applications: ▪ Onboarding, eduCLIMBER Tier 2, ▪ Software license, ▪ Educator Academy
Professional Services: ▪ System Management Workshop, ▪ Champions Remote Academy Package, ▪ Foundations Professional Learning Package

RECOMMENDATION:

Approve the purchase agreement with Renaissance Learning, Inc. for the districtwide implementation of the eduCLIMBER System during the 2024-25 school year at the total cost of $36,931.89 from the Arts and Music Discretionary Block Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Actions: 1.12, 1.15, and 1.16
Goal 3: Student Engagement and School Climate, Action: 3.5 and 3.7

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

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

$36,931.89	Arts and Music Discretionary Block Grant
(Amount)	(Name of funding source and/or location)

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

Renaissance

Quote
3139263

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

San Ysidro Elementary School Dist - 270713
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617
Contact: Luis Ramos - (619) 428-4476
Email: luis.ramos@sysdschools.org

Reference ID: 724152

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	$46,975.85
Applied Discounts	$(10,043.96)
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $36,931.89**

This quote includes: eduCLIMBER.

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.
Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	San Ysidro Elementary School Dist - 270713
Ted Wolf	By:
Name: Ted Wolf	Name: Marilyn Adrianzen
Title: VP - Corporate Controller	Title: Chief Business Official
Date: 5/29/2024	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

Board approved: _____

If your billing address is different from the address at the top of this Quote, please add that billing address below.
Bill To: blanca.vega@sysdschools.org

If changes are necessary, or additional information is required, please contact your account executive Lisa Vasil at (760)268-9692, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

Renaissance

Quote
3139263

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

San Ysidro Elementary School Dist - 270713

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Onboarding, eduCLIMBER Tier 2	07/01/2024 - 06/30/2025	1	$3,250.00	$0.00	$3,250.00
eduCLIMBER, Software License	07/01/2024 - 06/30/2025	4,607	$6.55	$(7,543.96)	$22,631.89
Renaissance Educator Academy - District (2500-4999 students)	07/01/2024 - 06/30/2025	1	$2,500.00	$(2,500.00)	$0.00
Professional Services					
System Management Workshop, eduCLIMBER		1	$1,000.00	$0.00	$1,000.00
Champions Remote Academy Package (24 Remote Hours)		1	$10,050.00	$0.00	$10,050.00
Foundations Professional Learning Package (included with purchase)		1	$0.00	$0.00	$0.00
San Ysidro Elementary School Dist Total				**$(10,043.96)**	**$36,931.89**

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Renaissance

Quote
3139263

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

Terms of Service and License
Renaissance Learning, Inc.

These Terms of Service state the binding legal terms and conditions between Customer and Renaissance that govern the Products and Services that Customer has contracted to receive pursuant to a Quote signed by Customer and Renaissance.

1. Definitions. As used above and in these Terms of Service, capitalized words have the meaning set forth in Exhibit A or as otherwise expressly defined in these Terms of Service.
2. License and Access to Products.
   a. License. Subject to the terms and conditions set forth in these Terms of Service, Renaissance grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term solely to access and use the Products for educational assessment and practice functions. No other license, express or implied, is granted by these Terms of Service.
   b. Access and Use Limitations.
      i. Access and Use. Customer may access and use the Products during the period beginning on the first day of the Subscription Period and ending upon the earlier of expiration of the Subscription Period or termination of the Agreement. Access may be restricted during Renaissance's maintenance and updating of the Products.
      ii. Quantity. The Quote sets forth a quantity for each identified Product or Service. Customer may not exceed the quantities stated in the Quote without further written agreement by the parties.
      iii. Access and Use Restrictions. Customer shall not access or use the Products for any purpose beyond the limited license granted in these Terms of Service. Without limiting the foregoing, Customer shall not: (A) copy, modify, or create derivative works of the Products, in whole or in part; (B) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products; (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Products, in whole or in part; (D) remove any proprietary notices from the Products; (E) allow anyone other than Customer or its Authorized Users to access or use the Products; (F) use the Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or that violates any applicable law; (G) access or use the Products for any purpose not authorized under these Terms of Service; (H) share, transfer or sell Valid Login Information to anyone other than Authorized Users, and shall be responsible for any access to, or use of, the Products resulting from Customer's failure to safeguard Valid Login Information; or (I) allow multiple Persons to access or use the Products in a manner intended to avoid incurring fees. Customer agrees to promptly notify Renaissance of any actual or suspected unauthorized access to or use of the Products, after which Renaissance may then implement a Service Suspension.
      iv. Authorized Users. Customer may permit its Authorized Users to access and use the Products in the same manner and for the same purposes as Customer, as set forth in these Terms of Service. Customer shall be responsible and liable for all access to and use of the Products by any Authorized User and any other access to the Products permitted or enabled by Customer or an Authorized User.
      v. Suspension. Notwithstanding anything to the contrary in these Terms of Service, Renaissance may suspend access and use for any portion or all of the Products by a Customer or Authorized User if Renaissance determines in good faith that: (A) Customer or an Authorized User's access to or use of the Products and systems disrupts or poses a risk to the security or integrity of any of Renaissance's Products or systems, or any of its customers or vendors; (B) Customer or an Authorized User are accessing or using the Products or systems for fraudulent or illegal activities; (C) any vendor or supplier of Renaissance has suspended or terminated Renaissance's access to or use of any third-party product or service necessary to the Products; or (D) Customer has not timely paid any Fees (any such suspension described in subclause (A), (B), (C), or (D) a "Service Suspension"). Renaissance shall use reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Products following any Service Suspension, which shall be in Renaissance's sole discretion. Renaissance shall use reasonable efforts to resume providing access to the Products as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Renaissance will have no liability for any damages, liabilities, losses, or any other consequences of a Service Suspension.
      vi. Customer Hardware, Other Software and Services. Renaissance does not bear any responsibility or liability for any Third-Party Services and does not guarantee that any Third-Party Services will operate correctly or that they are compatible or interoperable with the Products.
3. Services. Renaissance shall provide the Services identified in the Quote and any Statement of Work agreed to by the parties in writing. All Services identified in the Quote or any applicable Statement of Work shall be governed by these Terms of Service, including, without limitation, Exhibit B.

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4. Payment Obligations.
   a. Fees. Customer shall pay Renaissance all amounts listed in the Quote ("Fees") within 30 days of invoice. Customer may not withhold or setoff any amounts due under the Agreement. Renaissance may charge interest from the time payment was due until the time paid at the higher rate of (A) 1% per month compounded monthly, or (B) the highest rate allowed by law in Customer's state. Customer agrees that any of Renaissance's Affiliates may issue invoices for amounts owed under the Agreement. Amounts paid for Products and Services are not refundable, regardless of the extent they are utilized.
   b. FastBridge True-up. FastBridge subscriptions are based on per student, per school year fees. The initial fee to activate a subscription is based on the estimate by Customer of the number of unique students that will have score data entered. Renaissance will run reconciliation reports in or about May of each Subscription Period and invoice Customer for the actual number of unique students in excess of the estimate reflected in the Quote.
5. Term; Termination; Effect of Termination.
   a. Term. The term of the Agreement starts on the earlier of (i) the date that the Customer signs the Quote or (ii) the first date of the Subscription Period and continues until the end of the last Subscription Period listed in the Quote (the "Term"), except as set forth in a further written agreement of the parties.
   b. Termination.
      i. Either party may terminate the Agreement upon written notice if the other party does not cure a material breach within 30 days of written notice of the breach from the other party describing the breach and stating the intent to terminate.
      ii. Renaissance may terminate Customer's access to the Products and the Agreement if Customer fails to pay any amount due within 10 business days of written late notice from Renaissance.
   c. Effect of Expiration or Termination. Upon expiration or termination of the Agreement:
      i. all rights and licenses to use and access the Products granted to Customer under the Agreement immediately terminate, and Customer shall cease all access to, and use of, the Products provided to Customer under the Agreement, except that (A) Customer may continue to access the Products for the limited purpose of retrieving Customer Data, during the period set forth in the Data Protection Addendum, and (B) Customer and Authorized Users may continue to access and use the free version of any Premium Hybrid Products that Customer had purchased, provided that these Terms of Service shall govern Customer's continuing access and use of the free version of any Premium Hybrid Products;
      ii. Customer shall return or destroy, at Renaissance's sole discretion, all Confidential Information of Renaissance. Customer shall also be responsible for retrieving Customer Data from the Products, as described in the Data Protection Addendum.
      iii. each party shall cease the use of the other party's Intellectual Property Rights; and
      iv. Customer shall pay Renaissance all amounts due under the Agreement upon the earlier of their due dates or 30 days after the effective date of termination.
   d. Survival. Notwithstanding anything to the contrary in the Agreement, all accrued payment obligations under the Agreement, any remedies for breach of the Agreement, Sections 5(c), and 6-11, and any provisions that are required by law to survive, shall survive expiration or termination of the Agreement. Further, the Data Protection Addendum and the applicable provisions of these Terms of Service shall survive expiration or termination of the Agreement to the extent that the Data Protection Addendum provides Customer limited access to the Products for the purpose of retrieving Customer Data.
6. Intellectual Property. Notwithstanding the limited license granted under these Terms of Service,
   a. No Transfer of Rights. As between Renaissance and Customer, Renaissance owns all Intellectual Property Rights in or embodied by the Products. Except for the license set forth in Section 2 above, neither Customer nor its Authorized Users will obtain, pursuant to or by virtue of these Terms of Service or their use or access to the Products or the Services, any Intellectual Property Rights in the Products or the Services.
   b. Customer License to Renaissance. Customer grants to Renaissance and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into the Products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the operation of the Products.
7. Confidentiality. Recipient may use Confidential Information provided to it by or on behalf of the other party (the "Disclosed Information") only as necessary to perform its obligations or exercise its rights pursuant to this Agreement. Recipient may not disclose the Disclosed Information to any other person or entity except its Affiliate, employee, director, shareholder, member, agent or contractor (each a "Recipient Representative") for purposes of performing Recipient's obligations or exercising Recipient's rights under this Agreement, shall require that each of its Recipient Representatives comply with all obligations of Recipient under this Section 7, and will be liable for any breach of this Section 7 by its Recipient Representative. Recipient shall treat the Disclosed Information with the same level of care that it holds its own Confidential Information. In addition to disclosure to Recipient Representatives as set forth above, Recipient may disclose Disclosed Information to the extent compelled by law, provided Recipient gives the other party prompt prior written notice of the compelled disclosure to the extent legally permitted to permit the other party to seek a protective order, and if disclosed to a government agency seek confidentiality protection if available under applicable laws and regulations. Recipient acquires no licenses or other rights to the Disclosed Information except as otherwise set forth in the

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Agreement. Notwithstanding anything to the contrary above, Customer PII is governed by the Data Protection Addendum and not this Section 7.

8. Data.
   a. Customer PII. Renaissance shall comply with its privacy and security obligations for Customer PII as set forth in the Data Protection Addendum.
   b. Data Ownership and License. As between Renaissance and Customer, Customer owns the Customer Data. Customer grants Renaissance a non-exclusive, royalty-free, worldwide license to use the Customer Data throughout the Term to perform under the Agreement and as further described in the Data Protection Addendum. As between Renaissance and Customer, Renaissance owns the Renaissance Data. Renaissance Data is not subject to the use or disclosure restrictions of this Agreement that apply to Customer Data.
   c. Prohibited Data. Customer acknowledges and agrees that the Products are intended for academic, educational and assessment purposes. Customer shall not provide to Renaissance any non-academic or non-educational related data such as social security numbers, protected health information, driver's license information, passport or visa numbers, credit card or other financial account numbers, and Renaissance has no obligation to monitor for entry of such data.
9. Indemnification.
   a. Renaissance Indemnification. Renaissance shall defend and indemnify Customer and its directors, officers, shareholders, members, employees, agents and representatives against any third-party Claim (including reasonable attorneys' fees) alleging that Customer's use of the Products or Services infringes Intellectual Property Rights, except that Renaissance is not responsible for any third-party Claim arising from: (i) modification of Products or Services by, or directed by, Customer, an Authorized User, or a Person who gained access to the Products or Services through the act or omission of Customer or an Authorized User; (ii) any Third-Party Service; or (iii) Customer's use of the Products or Services in violation of or for purposes not contemplated by the Agreement. If Renaissance has reason to believe that any of its Products or Services may infringe a third party's Intellectual Property Rights, Renaissance may, at its sole expense and option: (i) negotiate a license for Customer's continued access to and use of the Products or Services; (ii) replace or modify the Products or Services with non-infringing Products; or (iii) terminate Customer's access to the Products or Services. The indemnity provided in this section shall be Customer's sole and exclusive remedy regarding third-party Claims arising from infringement of Intellectual Property Rights.
   b. Customer Indemnification. Customer shall defend and indemnify Renaissance, its Affiliates, and the directors, officers, shareholders, members employees, agents and representatives of each of the foregoing, against all Claims (including reasonable attorneys' fees) brought against or incurred by Renaissance: (i) alleging that the combination of a Third-Party Service or configuration provided by Customer when used with the Products, infringes or misappropriates a third party's Intellectual Property Rights, or arising from (ii) Customer's use of the Products in an unlawful manner or in violation of the Agreement, (iii) Customer's use of a Third-Party Service (iv) any breach of Customer's obligations under the Agreement; or (v) the negligence or intentional misconduct of Customer or its Authorized Users, employees contractors, agents or representatives.
   c. Indemnification Procedure. As a condition of the defense and indemnification obligations under Section 9.a or 9.b (as applicable), each party agrees to: (i) promptly notify the other in writing of any third-party Claim for which a party seeks defense or indemnification under these Terms of Service; (ii) provide the defending or indemnifying party sole control of the defense of the Claim; (iii) cooperate at the defending or indemnifying party's expense with reasonable requests in support of the defense Claim; and (iv) refrain from agreeing to or acknowledging liability for the Claim.
10. Warranties and Liabilities.
   a. WARRANTIES. RENAISSANCE PROVIDES THE PRODUCTS AND SERVICES "AS IS". RENAISSANCE MAKES NO WARRANTY OR OTHER PROMISE THAT THE PRODUCTS WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT POSSIBLE DEFECTS WILL BE CORRECTED. RENAISSANCE SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GUARANTEED OUTCOME, RESULT OR SUCCESS, OR NON-INFRINGEMENT OR TITLE, OR ANY WARRANTY OR PROMISE ARISING FROM COURSE OF DEALING, USAGE OR PERFORMANCE.
   b. CONSEQUENTIAL, SPECIAL AND SIMILAR DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY EXCEPT AS TO DAMAGES INDEMNIFIED UNDER SECTION 9, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
   c. OTHER LIMITS. RENAISSANCE'S LIABILITY UNDER THESE TERMS OF SERVICE: (I) WILL BE LIMITED TO DIRECT DAMAGES, AND DOES NOT INCLUDE ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES; AND (II) WILL NOT EXCEED THE LESSER OF (A) THE FEES, OR (B) $100,000 AND (C) WITH RESPECT TO SERVICES OR DELIVERABLES, WILL

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BE LIMITED TO CORRECTION OF SUCH SERVICES OR DELIVERABLES. IF CORRECTION IS IMPRACTICAL, RENAISSANCE WILL REFUND THE FEES RELATED TO NON-CORRECTABLE SERVICES OR DELIVERABLES ON A *PRO RATA* BASIS.

11. Miscellaneous.

a. Compliance with Applicable Laws. Renaissance shall comply with the laws governing it as a provider of the Products and Services. Customer shall comply with the laws governing it as an educational organization or entity or its usage of the Products and Services.

b. Entire Agreement. The Agreement, notwithstanding anything to the contrary in any purchase order, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other agreements or communications, whether written or oral. Any amendments or other changes to the Agreement must be made in writing and signed by both parties.

c. Severability. If a provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth in these Terms of Service. Both parties agree to substitute a valid provision most closely approximating the intent of the severed provision.

d. Waiver. No waiver by a party of a right or obligation under the Agreement is binding unless it is stated in writing to the other party. Failure of a party to enforce a breach of an obligation of another party under the Agreement does not limit that party's right to enforce a subsequent or different breach of that obligation.

e. Dispute Resolution. Before prosecuting a Claim, the party asserting the Claim must provide the other party written notice of the Claim and not file a Claim until 60 days after that notice is delivered. During those 60 days, the parties each shall make a good faith effort to resolve the dispute. This sub-Section does not apply to or limit either party's right to seek equitable relief, or Renaissance's right to suspend or terminate Customer's access to or use of the Products under these Terms of Service.

f. Limitation of Action. Any Claim by Customer must be brought within two years after the cause of action arose or such shorter period of time as required by applicable law.

g. Governing Law. For United States-based Customers, the Agreement and all disputes or Claims arising under them are governed and shall be decided under the laws of the state, commonwealth or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's or territory's choice of law rules. For Customers based outside of the United States, all disputes or Claims arising under the Agreement shall be governed and decided under the laws of the State of Wisconsin.

h. Notices. Notices under the Agreement shall be in writing and shall be deemed effective when delivered to the addresses set forth in the Quote (i) in-person, (ii) via the USPS, certified or registered mail, (iii) via reputable courier, addressed to the addresses set forth in the Quote, or (iv) via e-mail, in the case of notice to Renaissance at legal@renaissance.com, and in the case of notice to Customer, to Renaissance's address of record for Customer.

i. Assignment. The Agreement may be assigned only with the prior written consent of the other party which shall not be unreasonably withheld or delayed, except that Renaissance reserves the right to assign the Agreement without restriction to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its or an Affiliate's assets. Upon valid transfer, the Agreement inures to the benefit of, and binds, the successors and assigns of the parties. Any assignment in violation of this Section 11(i) is invalid.

j. Relationship of the Parties. The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation or make any representation or warranty on behalf of the other party. There are no third-party beneficiaries to the Agreement.

k. Anti-Corruption. Customer represents that it has not received or been offered any bribe, kickback or payment, or any gift or thing of value from Renaissance or its employees or agents that violates any law or policy applicable to Customer. Both parties agree to comply with all anti-corruption laws applicable to it.

l. Duplicates. The Agreement may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid. Digitized copies of an original copy of the Agreement shall be treated as an original for all purposes.

m. Compliance with Export and Sanction Laws and Regulations. The Products and Services may be subject to export laws and regulations of the United States and other jurisdictions. Renaissance and Customer each represent that it is not on any U.S. government denied-party list. Customer shall not permit Authorized User access to any Products or Services in violation of any U.S. export or sanction law or regulation.

n. Representations. Each party represents and warrants that it is duly authorized to enter into the Agreement.

o. Equitable Rights. Each party acknowledges that a breach or threatened breach of Section 6 (Intellectual Property) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy.

p. Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Renaissance); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii)

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uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) will; not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of 90 calendar days, either party may elect to terminate the Agreement upon notice to the other party.

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EXHIBIT A

Definitions

"Affiliate" of an entity means any entity controlling, controlled by or under common control with that entity. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity through the ownership of voting securities or other equity.

"Agreement" means these Terms of Service together with any Quote or Statement of Work agreed to by the parties to which these Terms of Service are attached or into which these Terms of Service are incorporated by reference, together with any amendments, modifications, or renewals of such Quote or Statement of Work agreed by the parties in writing.

"Authorized User" means Customer's faculty, staff, administrators, teachers, and students accounted for in the Quote and, if applicable, the parents or legal guardians of those students, in each case who are authorized by Customer to access and use the Products under the strictly limited rights granted to Customer pursuant to the Agreement.

"Claim" means any lawsuit, administrative proceeding, arbitration, or other legal claim for relief.

"Confidential Information" means all technical and non-technical information, including without limitation patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, software programs and software source documents related to the current, future and proposed products and services of each of the parties, and includes without limitation, each party's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, business forecasts and marketing plans and information. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

"Content" means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Products, as well as all related Intellectual Property Rights. For the avoidance of doubt, Content includes all original expressions in any media, as well as any derivations of such original expressions.

"Customer" means the school, school district, educational institution or other organization that signed the Quote.

"Customer Data" means: (i) data provided by the Customer in connection with the Products; and (ii) data generated by Authorized Users' use of the Products that is associated with an individual person. The categories of data collected by Products are described in the Categories of Data Collected by Product available at For the avoidance of doubt, Customer Data does not include Deidentified Data or system performance, transactional, or other similar statistics or analytics.

"Data Protection Addendum" means Exhibit D to these Terms of Service and applies to PII based on the location of the applicable individual as set forth in the Data Protection Addendum. Renaissance reserves the right to update Exhibit D in its sole discretion.

"Deidentified Data" means Customer Data that has had any PII removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

"Deliverables" means any work product or materials to be developed or delivered by Renaissance in connection with the Products or Services, as well as all related Intellectual Property Rights.

"Intellectual Property Rights" means patents, patent rights, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, re-issues, extensions, renewals, and re-examinations of patents; registered and unregistered trademarks and service marks, trademark and service mark rights, trade names, and domain names; registered and unregistered copyrights; trade secrets and inventions, whether patentable or unpatentable; all other intellectual, industrial, or proprietary rights as now existing or that come into existence; and pending applications for and registrations of any of the foregoing; whether arising under the laws of the United States or laws of any other state, country, or jurisdiction in the world.

"Person" means a person, entity or organization.

"Personally Identifiable Information or PII" is defined in the Data Protection Addendum.

"Premium Hybrid Products" means the paid and free versions of the educational online software products (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) listed on Exhibit C, access to which is being provided to Customer under the Agreement. Renaissance reserves the right to update Exhibit C in its sole discretion.

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"Products" means the Premium Hybrid Products and other educational online software products identified in the Quote (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) distributed by Renaissance or one of its Affiliates.

"Quote" means that certain document identified as a sales quote, provided by Renaissance to Customer and accepted by Customer, setting forth certain Products or Services being obtained by Customer from Renaissance for a specified Subscription Period, as well as such other business terms to which the parties agree to be bound, and which expressly incorporates these Terms of Services.

"Recipient" means a party or its Affiliate that receives Confidential Information of the other party.

"Renaissance" means Renaissance Learning, Inc., a Wisconsin corporation.

"Renaissance Data" means the Deidentified Data and the performance, system and operational data created by Renaissance.

"Services" means those professional services identified in the Quote and any other professional, technical or support services that Renaissance provides to Customer as set forth in a Quote or Statement of Work.

"Service Suspension" means the term as described in Section 2(b)(v).

"Subscription Period" means the time during which Customer's Authorized User are authorized under the Agreement to access the Products. The Subscription Period starts and ends on the dates proscribed in the Quote, unless the Agreement is terminated early by either party; then, the Subscription Period ends on the date of termination.

"Term" means the term as described in Section 5(a).

"Terms of Service" means this Terms of Service and License document and all of the exhibits to it, each of which is incorporated and made part of the Terms of Service.

"Third-Party Services" means hardware, software, content, data or services not provided by Renaissance.

"Valid Login Information" means usernames and passwords or other credentials that Customers or Authorized Users use to access the Products.

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EXHIBIT B

Additional Terms and Conditions - Services

Customer agrees to the following for any Services ("Training") made available to it either remotely or on-site:

a. To provide facilities that are conducive to adult learning, including, without limitation, a computer, broadband Internet connection and two-way sound for each of Customer's participants.
b. To participate in a pre-planning meeting with Renaissance (at least four weeks for on-site; and, at least three days for remote) before the Training, allowing Renaissance to tailor the Training content to the specific needs of the participants. Renaissance will focus the Training on learning outcomes agreed to during the pre-planning meeting. Renaissance will also strive to adapt the Training to meet needs raised at the Training.
c. To absorb actual out-of-pocket travel expenses incurred due to Customer's last-minute rescheduling or cancellation of the Training and to pay a one-time cancellation fee of up to $750.
d. To use any Services within the Subscription Period. Otherwise, Customer risks losing those services, in Renaissance's discretion.
e. To Renaissance's using third parties to assist with the Services (Renaissance will be responsible for ensuring their integrity and compliance with the Agreement, as well as their compensation and expenses).
f. To refrain, without Renaissance's written consent, from recording the Training and from copying or sharing any materials or Content.

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Exhibit C

Premium Hybrid Products

Freckle

Lalilo

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Exhibit D

Data Protection Addendum

Found at https://doc.renlearn.com/KMNet/R62068.pdf

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM 6TH GRADE CAMP

BACKGROUND INFORMATION:

Each year the Governing Board approves the participation of the District's sixth grade students to attend a sixth-grade camp. Some of our students have not had the opportunity to go camping; this would allow our sixth graders to enjoy the experience of participating in fun-filled educational activities that will teach them social skills away from their home environment.

Our Schools have selected Camp Cuyamaca, a San Diego County Office of Education sponsored camp for their sixth-grade camp for school year 2024-25. In entering this 3-year agreement, the District will receive a significant discount on the student fees/rates. 2024-25 is year 3 of 3 of this agreement.

Cost implications for the Sixth Grade Camp will be paid with pupil fees and school fundraisers plus bus transportation fees from the supplemental and concentration funds.

School	# Students	# Of Days	Year 24-25	Rate	Estimated Cost
La Mirada	60	5	3 of 3	$287.23	$17,233.80*
Smythe	90	5	3 of 3	$282.68	$25,441.20*
Sunset	78	5	3 of 3	$283.73	$22,130.94*
Vista Del Mar	140	5	3 of 3	$303.26	$42,456.40*
Willow	104	5	3 of 3	$280.93	$29,216.72*
Total					$136,479.06

* The above estimates do not include the insurance, teacher, or transportation fees. Some additional discounts may apply.

RECOMMENDATION:

Approve the agreement with San Diego County Office of Education for our schools' sixth grade students to attend the Cuyamaca Camp at an estimated annual cost of $136,479.06 from student fees, school fundraisers and Supplemental & Concentration funds. The contract allows for flexibility in the case of limitations or discontinuation for the program in the 2024-25 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: School Culture and Student Engagement – Action 3.8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment opportunities to support student engagement 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	

ESTIMATED $136,479.06 (Amount)	Student Fees, School Fundraisers and Supplemental & Concentration Fund (Name of funding source and/or location)

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

AGREEMENT FOR PARTICIPATION AND SERVICES 2024-2025
OUTDOOR EDUCATION PROGRAM

THIS AGREEMENT is entered into this 17th day of May, 2024 by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and San Ysidro School District hereinafter called the SCHOOL/DISTRCT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

(1) Administration and operation of the outdoor education program.

(2) Outdoor science education and conservation instructional and supervision services for an educational program.

(3) Sites, buildings, utilities, and maintenance.

(4) Food and its preparation.

(5) All staff other than school district employees accompanying students.

(6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.

(7) Promotion of the outdoor school program.

(8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

(1) Pay to the OFFICE a “per pupil fee” ” less any applicable discounts, based on the number of SCHOOL/DISTRICT student’s actual attendance at any time during each encampment.

(2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a “per pupil fee” to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).

(3) For purposes of this agreement:

(a) “Pupil fee” means that per pupil amount established by the OFFICE for a school year as the cost of a pupil’s instruction, food, lodging, and support services.

(b) Attendance for any portion of a day shall be counted a full day in camp.

(c) No refund of fees shall be made for students sent home for disciplinary reasons.

(4) Payments to OFFICE for all fees under this agreement shall be made as follows:

(a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

(b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.

(5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.

(6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.

(7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.

(8) Comply with the outdoor school schedule.

(9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of $2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

(10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**

(11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by $25.00.**

(12) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2024** and will continue through **June 30, 2025, 2026, or 2027** based on the option chosen below. **Year 3 of 3 Cost $340**

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

_____ c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a $10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2024-2025** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	$355.00
4-day Program***	Per Student	$305.00
1-day Program	Per Student	$ 90.00

** Discounts 5-day Program

*Equity Credit: $80 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
*Introductory Credit: $10 credit per full fee student.
*Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a $10 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $345 per student. Other discounts may be combined.
October thru December Rates: $350 per student. Other discounts may be combined.
**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: $68 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.
Introductory Credit: $8 credit per full fee student
Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an $8 credit per full fee student.
Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.
September Rates: $295 per student. Other discounts may be combined.
October thru December Rates: $300 per student. Other discounts may be combined.
**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:
   a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.
   b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled
La Mirada	60
Smythe	90
Vista Del Mar	140
Willow	104
Sunset	78

Executed by the parties on the dates shown below their respective signatures.

San Ysidro School District
School/District

By Marilyn Adrianzen

Title Chief Business Official

Date

County Superintendent of Schools
San Diego County Office of Education

Authorized Signature

Executive Director, Outdoor Education
Title

May 17, 2024
Date

Authorized or ratified by the Board of Education on:

_____

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

La Mirada Elementary	**School Name (Pick from Dropdown)**

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

			60
Fee/Credit	**Detail**		**Students**
Base Fee	$340/ student		20,400.00
Equity Credit	Percent x students x $80	61.10%	-2932.80
Three Year Contract Discount	Full fee students x -$10	y	-233.40
New to Camp Discount	Full Fee students x -$10	n	0.00
September Discount	Less $10 on every student	n	0.00
October to December Discount	Less $5 on every student	n	0.00
	Total		**17,233.80**
		Per Student	**$287.23**

Smythe	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

			90
Fee/Credit	**Detail**		**Students**
Base Fee	$340/ student		30,600.00
Equity Credit	Percent x students x $80	67.60%	-4867.20
Three Year Contract Discount	Full fee students x -$10	y	-291.60
New to Camp Discount	Full Fee students x -$10	n	0.00
September Discount	Less $10 on every student	n	0.00
October to December Discount	Less $5 on every student	n	0.00
	Total		**25,441.20**
		Per Student	**$282.68**

Sunset Elementary	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

			78
Fee/Credit	**Detail**		**Students**
Base Fee	$340/ student		26,520.00
Equity Credit	Percent x students x $80	66.10%	-4124.64
Three Year Contract Discount	Full fee students x -$10	y	-264.42
New to Camp Discount	Full Fee students x -$10	n	0.00
September Discount	Less $10 on every student	n	0.00
October to December Discount	Less $5 on every student	n	0.00
	Total		**22,130.94**
		Per Student	**$283.73**

Vista Del Mar	**School Name (Pick from Dropdown)**

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

			140
Fee/Credit	**Detail**		**Students**
Base Fee	$340/ student		47,600.00
Equity Credit	Percent x students x $80	38.20%	-4278.40
Three Year Contract Discount	Full fee students x -$10	y	-865.20
New to Camp Discount	Full Fee students x -$10	n	0.00
September Discount	Less $10 on every student	n	0.00
October to December Discount	Less $5 on every student	n	0.00
	Total		**42,456.40**
		Per Student	**$303.26**

Willow Elementary	School Name (Pick from Dropdown)

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

Fee/Credit	Detail		104 Students
Base Fee	$340/ student		35,360.00
Equity Credit	Percent x students x $80	70.10%	-5832.32
Three Year Contract Discount	Full fee students x -$10	y	-310.96
New to Camp Discount	Full Fee students x -$10	n	0.00
September Discount	Less $10 on every student	n	0.00
October to December Discount	Less $5 on every student	n	0.00
	Total		**29,216.72**
		Per Student	**$280.93**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH YMCA OF SAN DIEGO COUNTY

BACKGROUND INFORMATION:

This Independent Agency Agreement is entered with YMCA of San Diego County and the San Ysidro School District to operate expanded learning programs and other youth enrichment activities for students and families in the District.

General Scope of Services include the following:

1. ***Intersession Services***: YMCA will work collaboratively with the District to design and operate intersession services at District campuses during a minimum of thirty (30) non-instructional days.
2. ***Before and After School Services:*** YMCA will work collaboratively with the District to operate before and after school services at all district schools listed in Attachment A: 2024-2025 Allocation Amounts per Site. This shall include requirements that meet the After School Education and Safety (ASES) Program or Expanded Learning Opportunities Program (ELO-P) as appropriate.
3. ***Youth Enrichment Services:*** YMCA will provide youth enrichment opportunities as requested by the district by providing direct services, subcontracted vendors, or other allowable activities requested and approved by the District.

The term of this agreement is from July 1, 2024, through June 30, 2025.

RECOMMENDATION:

Approve the agreement with the YMCA of San Diego County to provide Extended Learning Programs, including intersession, before and after school, and youth enrichment services, at all school sites during the 2024-25 school year at a cost of $4,717,515.54 from the After School Education and Safety (ASES) grant and the Expanded Learning Opportunities Program (ELO-P) fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.20: Implement Intersession Program for an expanded learning opportunity to provide enrichment programs to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.
Goal 3: Student Engagement and School Climate, Action 3.10: Employ Director of Educational Services to support, ASES/21st century programs, ELO-P and Pathways Enrichment Program and leverage community partnerships to increase student academic achievement and social emotional wellbeing 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	

$4,717,515.54	ASES and ELO-P Funds
(Amount)	(Name of funding source and/or location)

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

INDEPENDENT AGENCY AGREEMENT

BETWEEN

THE YMCA OF SAN DIEGO COUNTY

AND

SAN YSIDRO SCHOOL DISTRICT

This Independent Agency Agreement is entered into as of July 1, 2024 ("Effective Date) by and between the YMCA of San Diego County, hereinafter referred to as "Agency," and the San Ysidro School District, hereinafter referred to as "District". The Agency and District may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, California Government Code section 53060 authorizes District to contract with and employ persons for the furnishing of special services, if such persons are specially trained, experienced, and competent to perform the special services requested; and

WHEREAS, District is in need of special services related to expanded learning programs and youth enrichment opportunities; and

WHEREAS, Agency is specially trained and possesses the necessary experience and competency to perform the requested services.

WHEREAS, the services under this Agreement are funded in whole or in part by any state or federal grant; and

NOW THEREFORE, the Parties agree as follows:

TERMS OF AGREEMENT

Section 1: Agency Services. Subject to the terms and conditions set forth in this Agreement, Agency shall provide to District the services described in Attachment B: Agency General Scope of Work/Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, this Agreement shall prevail.

Section 2: Term. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025. Agency shall complete the work described in Exhibit B prior to that date unless the term of this Agreement is terminated or extended by a properly executed amendment.

Section 3: Compensation. District agrees to pay the Agency for services satisfactorily performed a total not to exceed amount of $4,717,515.54.

3.1 Invoices**.** Agency shall submit monthly invoices for reimbursement of expenditures to District which shall include a statement of work performed, billing period, and Agency signature. The appropriate budget or grant identifier name may be included in statement of work as requested by District in advance of services performed. If the District approves the invoice, payment shall be due to the Agency within 30 days of receipt of the invoice.

3.2 Final Payment. District shall pay the total reimbursement sum due pursuant to this Agreement within 60 days after completion of all services and submittal to District of a final invoice if all services agreed upon have been satisfactorily performed.

3.3 Total Payment. The Agency shall not invoice for any amount more than the maximum not-to-exceed amount unless this Agreement is modified prior to submission of such an invoice by a properly executed amendment.

3.4 Reimbursable Expenses. The Agency shall follow all District written guidance on allowability of eligible expenses including the movement of ELO-P school-based estimates (Attachment A: SYSD 2024-25 Funding Allocations) to other schools or programs as needed or requested by the District.

Section 4: Insurance Requirements. During the entire term of this Agreement and any extension or modification thereof, Agency shall keep in effect, at its sole expense, a policy (or policies) of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by Agency in relation to the performance of services under this Agreement with minimum limits of two million dollars ($2,000,000) per occurrence which shall include coverage for sexual abuse/molestation, and two million dollars ($2,000,000) in aggregate. Such auto liability coverage shall include limits of not less than ($1,000,000) combined single limit per accident. All above-noted insurance shall name the District as an additional insured, and an endorsement evidencing such.

The coverage shall be provided within ninety (90) days, only as to matters arising out of this Agreement for which Agency is required to indemnify the District under section 9 of this Agreement.

The Agency shall file, with District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming **San Ysidro School District** as an additional insured.

Section 5: Independent Agency. It is expressly always understood that, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Agency is acting as an independent contractor and not as an officer, agent, or employee of District.

Section 6: Confidentiality. If the Agency will have access to student records, Agency agrees to comply with the Family Educational Right and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the California Department of Education (CDE) and the District. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the District.

6.1 Non-Disclosure. A party may from time to time disclose certain Confidential Information to the other party in connection with the Services. "Confidential Information" means (a) information relating to the party that is identified in writing as confidential at the time of its disclosure or that the receiving party understands or should reasonably understand to be confidential; and (b) in the case of disclosure to YMCA, "personal information" as defined in California Civil Code section 1798.140 (v) of any District student or family member of a District student. Each party shall use Confidential Information of the other party only in connection with performance of the Services and shall not disclose such Confidential Information except as required by law, expressly authorized by this Agreement, or expressly authorized by the other party in writing.

At the conclusion of the performance of this Agreement, Agency shall return to District (or at Agency's election, destroy) all written materials constituting or incorporating any District Confidential Information provided, however, to the extent is it not feasible for Agency to purge Confidential Information from back-up storage, Agency's obligations under section 6 shall continue to apply to all such retained Confidential Information.

The District may disclose to any vendor, or Agency approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, District shall obtain the Agency's written Agreement to the requirements of subsection 6.1.

Section 7: Termination & Modification

7.1 Termination for Convenience**.** Either Party to this Agreement may, for either party's convenience, terminate this Agreement on not less than sixty (60) days; written notice.

If the termination is by District, Agency shall:

Discontinue all services affected (unless the notice directs otherwise) and

Deliver to District all information and material then due to be delivered under this Agreement, whether completed or in process; and

Submit a final invoice within 60 days of termination. Agency shall endeavor to avoid any unnecessary or avoidable expense to District.

7.2 Termination for Default. Either party to this Agreement may, terminate this Agreement at any time because of the material failure of the other party to fulfill its contractual obligations, so long as the notice reasonably specifies the failure, and the other party does not cure the failure within seven (7) days.

If this Agreement is terminated by District, Agency shall immediately

discontinue all services;

Deliver to District all information and material due to be delivered under this Agreement, whether completed or in process; and

Submit a final invoice within 60 days of termination. Agency shall endeavor to avoid any unnecessary or avoidable expense to District.

If the termination is due to the failure of the Agency to fulfill its contractual obligations, District may take over the services, and complete the services by contract or otherwise.

7.3 Extension. The Parties may extend the end date of this Agreement beyond that provided in Section 2. Any such extension shall require a written amendment to this Agreement signed by all Parties and approved by the District's governing board.

7.4 Amendment. The Parties may amend this Agreement only by a writing signed by all Parties and approved by the District's governing board.

Section 8: Audit and Inspection of Records. Agency agrees to maintain and preserve until five years after termination of this Agreement, and to permit District, CDE, or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

Section 9: Hold Harmless. Agency agrees to indemnify and hold harmless the District, its board of trustees, officers, agents, and employees against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death or injury by or arising out of, or related to the negligence or willful misconduct of the Agency and its employees, agents, and representatives. It is understood that such indemnity shall survive the termination of this Agreement.

District agrees to indemnify and hold harmless the Agency, its board of trustees, officers, agents, and employees against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries, and liabilities arising from any accident, death or injury by or arising out of, or related to the negligence or willful misconduct of the District and its employees, agents, and representatives. It is understood that such indemnity shall survive the termination of this Agreement.

Section 10: Worker's Compensation. The Agency is self-insured for workers' compensation insurance. A Certificate of Self-Insurance will be provided upon request.

Section 11: Nondiscrimination and Equal Opportunity. The Agency agrees that it shall not discriminate based on a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractors, or participant for any services or programs provided by Agency under this Agreement.

Section 12: Fingerprinting/Criminal Background Investigation Certification.

District shall determine the Agency's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

___The Agency will have **"limited contact"** with pupils and the Agency will be required to do one or more of the following to protect pupils:

1.Agency's employees from using student restroom facilities,
2. Perform work when school is not in session,
3.Provide security patrols or supervision,
4.Agency's employees' access to site grounds, and/or
5. Provide badges or other visible means of Agency identification.

X The Agency will have **"greater than limited contac**t" with pupils and the

Agency shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints to conduct a criminal background check per Education Code §45122.1. The Agency shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

The Department of Justice has determined that these employees have not been convicted of or have charges pending for a defined felony.

The Agency has **certified in writing** to District that the employer and all employees have not been convicted of, or do not have charges pending for a serious or violent felony, as defined by the California Penal Code.

_____ _____

By (Authorized Signature) Date

Section 13: Tuberculosis Examination. Agency shall ensure that all persons performing services under this Agreement will provide a tuberculosis (TB) certificate of clearance prior to commencing services pursuant to this Agreement. Agency shall ensure that it will not place any person at a school without a valid TB certificate on file showing that the employee was examined and determined to be free from active tuberculosis, as defined in Education Code Section 49406.1(a).

Section 14: Agreement Contact Persons.

14.1 District: Luis Ramos

Director of Educational Services

San Ysidro School District

4350 Otay Mesa Rd.

San Ysidro, CA 92173

P: 619.428.4476

E: luis.ramos@sysdschools.org

14.2 Agency: Steve Hensel

Executive Director

Expanded Learning Programs

YMCA of San Diego County

4451 30th Street

San Diego, CA 92116

P: 619.347.6917

E: shensel@ymcasd.org

Section 15: Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action relating to this Agreement shall be in the State and Federal courts located in San Diego County.

Section 16: Compliance with Law. Agency and District shall be subject to, and shall comply with, all applicable Federal, State, and local laws and regulations applicable, including, but not limited to licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

Section 17: Facilities and Equipment. The District shall furnish physical facilities as reasonably necessary and appropriate for the Agency to perform services on District school sites. The Agency will directly purchase materials and equipment required for services unless an authorized District representative has requested pre-approval from the Agency for specific equipment or items over a specific dollar amount determined by District.

Section 18: Final Approval. This Agreement is of no force or effect until approved by the District's Board of Education and authorized signatures by District and the Agency.

Section 19: Entire Agreement/Amendment. This Agreement is the entire Agreement and understandings of the Parties hereto and no writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. The Parties may amend this Agreement only by a writing signed by all Parties and approve by the District's governing board.

Section 20: Exhibits. This Agreement included the following exhibits, all of which are incorporated into this Agreement as if fully set forth herein:

Attachment A: SYSD 2024-25 Funding Allocations

Attachment B: Agency General Scope of Work/Services

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

YMCA of San Diego County

By (Authorized Signature)

_____ _____
Todd Tibbits Date
President & CEO

San Ysidro School District

By (Authorized Signature)

_____ _____
Dr. Gina A. Potter, Ed.D. Date
Superintendent
San Ysidro School District

Board Approval Date: _____

YMCA Federal EIN #: 95-2039198

ATTACH A- San Ysidro School District
YMCA of San Diego County
2024-25 Allocations Per Site

			Regular School Year (180 Days)							Intersession				
	School	Invoice Code	AM Program Enrollment	AM ASES ADA	AM ASES Pass-Through	PM Program Enrollment	PM ASES ADA	PM ASES Pass-Through	ELO-P (180 Days)	Intersession Projected Enrollment	Intersession ASES ADA	ELO-P Intersession	ASES Supplemental Pass-Through	Total
1	La Mirada	ELP-87-SYSD	50	16.61	$19,260.17	100	83.29	$144,981.52	$369,811.00		15.50		$2,096.89	536,149.58
2	Ocean View Hills	ELP-87-SYSD	80	11.53	$13,370.52	280	84.13	$146,444.20	$827,143.00		11.24		$1,520.48	988,478.19
3	San Ysidro Middle School	ELP-87-SYSD	20	4.62	$5,350.91	40	27.99	$48,716.26	$250,620.00					304,687.17
4	Smythe	ELP-87-SYSD	60	19.56	$22,675.10	120	83.29	$144,981.52	$367,324.00				$1,035.47	536,016.10
5	Sunset	ELP-87-SYSD	40	24.42	$28,307.52	90	83.29	$144,981.52	$322,288.00					495,577.04
6	Vista Del Mar	ELP-87-SYSD	60	11.53	$13,370.52	60	48.82	$84,981.64	$202,923.00		1.75		$237.29	301,512.45
7	Willow	ELP-87-SYSD	80	29.61	$34,331.62	110	83.29	$144,981.52	$383,562.00		3.40		$918.86	563,794.01
	Intersession-Multiple Sites	ELP-87-SYSD								350.00		$991,301.00		991,301.00
	Totals		390	117.88	$136,666.36	800	494.1	$860,068.19	$2,723,671.00	350.00	31.89	$991,301.00	$5,808.98	4,717,515.54

GENERAL SCOPE OF WORK / SERVICES

Attachment B

YMCA of San Diego County ("Agency") shall work collaboratively with San Ysidro School District ("District") to operate expanded learning programs (before school programs, after school programs, intersession programs) and other youth enrichment activities for students and families within the District.

General Scope of Services

1. **Intersession Services.** The Agency will work collaboratively with the District to design and operate intersession services at District campuses during a minimum of 30 non-instructional days. The program will offer full-day, intersession enrichment and learning opportunities at area schools determined by the District.

2. **Before and After School Services.** The Agency will work collaboratively with the District to operate before and after school services at district schools listed in Attachment A: 2024-2025 Allocation Amounts per Site. This shall include requirements that meet the After School Education and Safety (ASES) Program or Expanded Learning Opportunities Program (ELO-P) as appropriate. The Agency shall provide programs every regular school day, including days designated as "modified days" and "minimum days."

3. **Youth Enrichment Services.** The Agency will provide youth enrichment opportunities as requested by the district by providing direct services, subcontracted vendors, or other allowable activities requested and approved by the District.

Staffing

The Agency will provide staff in accordance with district health screening and fingerprint clearance and in accordance with the ASES Program or ELO-P requirements with the most stringent program requirements followed as applicable.

The Agency will ensure a maximum 10:1 participant to staff ratio for TK/Kindergarten pupils and a 20:1 for all other grade levels.

The Agency will ensure at least one (1) administrative representative is present at all administrative meetings conducted by District.

The Agency shall ensure all employees hired for ASES Program or ELO-P shall meet the minimum requirements of an instructional aide in the District for all staff members working as part of the participant to staff ratio. This shall include successful completion of the District's

instructional aide exam or by providing verification to Agency of at least 48 credits of completed college education or have an AA/AS degree or higher.

The Agency shall provide on-site staff members with the District's approved logo shirt and a photo identification badge to be worn when on campus.

The Agency shall provide all necessary training and supervision of staff to meet all requirements of the District, ASES Program, and the ELO-P. This shall include but not limited to, health and safety, child abuse reporting, and other topics appropriate for each service area. The Agency agrees to authorize staff to participate in training as determined by the District.

Program Days and Hours of Operation

The Agency shall provide before and/or after school services to all assigned schools based on the school's calendar and bell schedule.

The agency shall operate the before school program for a minimum of ninety (90) minutes prior to the school's instructional schedule.

The agency shall operate the after school program immediately after school is dismissed and continuing until at least 6:00 P.M. or a minimum of hours that combined with instructional time, recess, lunch, and expanded learning opportunities were no less than nine (9) hours on all individual school days.

The intersession services will be provided for a minimum of 30 days per year for a minimum of 9 hours per day as required by the ELO-P.

The agency shall operate services adhering to the established days and hours of operation that have been mutually agreed upon between the Agency and District. The Parties must mutually agree in writing to increase or decrease days and/or hours of any program or service during the contractual agreement.

Enrollment and Daily Attendance Requirements

The agency will enroll participants at each school site based on the requested district enrollment reflected in Attachment A: 2024-25 Allocation Amounts per Site. Both parties can mutually agree to increase and decrease enrollment as needed based on school needs and available funding from District.

The Agency will implement daily written attendance procedures for all participants in program activities.

The Agency will adhere to the District's established policies for reasonable early release of students in the after school program and reasonable daily late arrival of students in the before school program for all ASES Program sites.

f

The Agency will utilize attendance and enrollment systems provided by the District unless otherwise instructed by the District.

The Agency will ensure all participants are signed-in and signed-out of the program requiring all authorized parent(s)/guardian(s) to verify identity through picture identification if unknown by Agency staff member.

The Agency will retain written attendance records for a minimum of 5 years and make records available upon request from District.

Compensation

The Agency will provide an initial estimate of costs or grant awards as appropriate in Attach A: 2024-25 Allocation Amounts Per Site. The Agency shall not move the ASES Program funding allocations for each site but may redistribute ELO-P school estimates as necessary up to the total Agreement not-exceed amount.

The Agency shall spend at least 85% of program expenditures on direct services with no more than 15% total administrative costs for all services and including no more than 5% indirect costs on ASES Program expenditures and no more than the Agency federally approved indirect cost rate on ELO-P expenditures.

The Agency shall utilize all ASES Program funding for the AM and PM Program at those funded sites before requesting additional reimbursement for AM and PM program expenditures from the ELO-P.

The Agency has included budget estimate for computers based on technology replacement plan.

Other Operational Requirements

The Agency will collaborate with District to provide a daily nutritious snack and/or meal, or breakfast for attending students.

The Agency will submit data and reports and maintain pertinent records as required for a minimum of 5 years.

The Agency will maintain an inventory record for each piece of equipment, with an acquisition cost of $500 or more per unit that is purchased with District funds. The record describes the acquisition by type, model, serial number, funding source, acquisition date, cost, location, current condition, and transfer or disposition of obsolete or unusable equipment.

The Agency will provide parents with information on school programs, meetings, and activities in a format and to the extent practicable, in a language the parents can understand. If 15 percent or more of students enrolled in a school speak a single primary language other than English, as determined by language census data from the preceding year, all notices, reports, statements, and records sent to parents of such students are written in English and the primary language and may be responded to either in English or the primary language.

f

The program will provide daily opportunities for physical activity and an educational or literacy element in which homework assistance is provided.

f

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

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

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION MEMBERSHIP

BACKGROUND INFORMATION:
Over the years, the Governing Board has subscribed to memberships and organizations that help build the Board's awareness, knowledge, and overall governance ability. The San Diego County School Boards Association advocates for public education, quality schools, and programs for all students.

RECOMMENDATION:
Approve the San Diego County School Boards Association Membership for 2024-2025 at a cost of $346.72 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$346.72
(Amount)

General Fund
(Name of funding source and/or location)

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

SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION
6401 Linda Vista Road • San Diego, California 92111-7399
(858) 295-6637

June 5, 2024

Invoice No. 2025-33

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT membership dues for school year 2024-25 (Authorized by Education Code Section 1071):

$346.72

The bylaws of the Association provide annual dues at three and one-half percent (3.5%) of the California School Boards Association (CSBA) dues for said member district for the same year. The Board of Directors shall have the power to decrease such annual dues at any time by majority vote of all members of the Board of Directors. The Board decided to increase the 2024-25 SDCSBA annual dues by three and one-half percent (3.5%) over last year's SDCSBA annual dues. This invoice reflects this increase.

Annual dues shall be payable July 1 of each year for the period of July 1 to June 30 inclusive and shall become delinquent October 1 of each year.

Please make checks payable to **SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION.** Mail to:

San Diego County Office of Education
Attn: Carmen Aguilar/SDCSBA
6401 Linda Vista Road, **Room 509**
San Diego, CA 92111

If you have any questions, please contact Carmen Aguilar (858) 295-6637.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Human Resources
Manuel Bojorquez, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH DR. DEBRA DUPREE / RELATIONSHIPS AT WORK FOR INTERACTIVE PROCESS SERVICES

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with Dr. Debra Dupree, Consultant, to participate in special services for the facilitation of the Interactive Process for employees with medical conditions, summary reports and correspondence to medical providers, training, and consultation/coordination.

Term: June 1, 2024 through June 30, 2025

RECOMMENDATION:
Approve/Ratify the agreement with Dr. Debra Dupree, Consultant of Relationships at Work for interactive process services. Costs will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

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

TBD Per rate sheet	General Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of June, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Relationships At Work, Dr. Debra Dupree	
Company/Consultant	Telephone Number
641 E. San Ysidro Blvd., Suite B3-2032, San Ysidro, CA 92173	Relationships-at-work.com/tip
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: June 1, 2024 To June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____ .**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Relationships At Work**	
Name:	Dr. Debra Dupree	
Title:		
Address:	641 E. San Ysidro Blvd., Suite B3-2032	
City/State/Zip Code:	San Ysidro, CA 92173	
Telephone:	619-433-4264	
Email:	dr.dupree@relationships-at-work.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	**Manuel Bojorquez**
Title:	Chief Business Official	Director of Human Resources
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3012
Email:	Marilyn.adrianzen@sysdschools.org	Manuel.bojorquez@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Relationships At Work
Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____*(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

EXHIBIT A

Facilitating The Interactive Process

For Employers and Employees when Medical Conditions Arise



Email: dr.dupree@relationships-at-work.com

Website: https://relationships-at-work.com/tip/

LinkedIn: Dr. Debra (The Mindset Doc) Dupree | LinkedIn

Phone: 619-433-4264 Cell | Text **Fax:** 619-923-3611

THE INTERACTIVE PROCESS MEETING

STATEMENT OF WORK & PRICING SHEET for 2022-2025

SERVICE	INCLUSIVE OF THE FOLLOWING	2022-2025 RATE*
The Interactive Process Meeting (IPM)	• Pre-IPM set-up, scheduling, communication via interim email phone, and/or video conferencing (0.25 hour) • Pre-IPM Documentation Review (0.25 hour) • IPM Facilitation (1.5 hours) • IPM Summary Report (1.5 hours) • Services provided in excess of flat rate billed at $300* • Services delivered via ZOOM or MS Teams Video Conferencing **NOTE**: On-site meetings available upon request. Travel billed separately from flat rate. • **NOTE:** IPMs cancelled 24 hours or less incur a cancellation fee of $300*. *Reduced rates are available for San Diego & Imperial County JPA Members and approved affiliates; contact **Dr. Dupree** for details.	$900* per IPM
Hourly Rate Services	• Additional Meeting time in excess of flat rate (3.5 hours) • Completion of **DWC Notice of Offer** on behalf of Employer | Claims Administrator for work-related medical conditions • **Correspondence to Medical Providers** with customized questionnaires for resolution of accommodation issues • Coordination of **Fitness for Duty (FFD)** evaluations • Extended C**onsultative Meetings and/or Research** on issues • **Travel time and expenses** for **in-person IPM**s	$300* per hour
Training	**Training** is available in the following customized formats to meet your needs: • 1-hour, 2-hour, half-day, and full-day training • Delivered on-site or via ZOOM • PROFESSIONAL DEVELOPMENT for Administrative Assistants and Site Administrators • REASONABLE ACCOMMODATION training for Supervisors, Managers and Administrators. • LEADERSHIP DEVELOPMENT for emerging leaders	Pricing varies with duration of training.
Job Descriptions and Job Analyses	Development of detailed **job analyses** and **updated job descriptions.**	Pricing varies with scope of project
Dispute Resolution Services	**Workplace Mediation | Facilitated Dialogue | Restorative Process | Conflict Coaching** services to address difficult situations, challenging / toxic employees team conflict and challenged working relationships.	Pricing varies with scope of services

Easy Access…Easy Implementation

Visit https://relationships-at-work.com/tip/

Here's what you'll find:

1) Access a **narrative overview** of the laws involved and what happens at the interactive process…how to get started with a 4-step process to follow. *Available in English and Spanish.*

2) A **10-minute video** that explains the interactive process. Something to share with your colleagues, employees and supervisors who participate in the process or help manage the process. *Available in English and Spanish.*

3) Schedule a **pre-IPM phone call** to discuss the upcoming IPM or make arrangements to meet 15 minutes prior to the start of the IPM to familiarize with the issues and concerns presented by the employee's medical condition.

4) Use the **easy, online scheduler** to find a time that works for you. Complete a short questionnaire to provide needed information, upload the employee's job description, medical documentation, and 'leave' history.

   NOTE: Services are delivered via ZOOM Video Conferencing – instructions for access provided during the scheduling process. On-site IPMs available only upon request.

5) Sample **forms available** upon request:

   a. TIP Online: a guide to share participants new to the process with tips on the optimal environment for participating via ZOOM and an overview of the meeting structure.

   b. Flowcharts to guide you in the process.

   c. Checklist and Sample Letters to Get Started with the Interactive Process

   d. Sample Chronological Medical | Leave History Template

   e. Employee 'Consent to Exchange Medical Information' Form

6) **SUBSCRIBE to 'Decoding the Conflict Mindset'** – a twice-monthly podcast with breaking news from 'Thought Leaders' and Subject Matter Experts (SMEs) about tips and strategies on leading and managing employees in conflict.

7) **SUBSCRIBE to our Podcast with Felicia and Debra: 'Hot Topics in the Workplace: When Medical Conditions Flare Up'** where 'hot topics' are discussed that impact employers and employees when medical conditions impact the ability to 'be at work, stay at work, and perform the work.'

8) **Let's Talk** to discuss 'training' and 'professional development' opportunities for you and your administrative and management staff. Many accommodation missteps happen at the frontline of supervision. Train your Principals, Assistant Principals and Management Staff on how to effectively respond to the impact of medical conditions on 'being at work, staying at work, and performing the work' and how to involve you early on. As part of your annual professional development requirements, consider training for your administrative staff on effective workplace communication and conflict management strategies.

Dr. D's BACKGROUND

OVERVIEW:

Dr. Debra Dupree is a Workplace Mediator, Workforce Management Consultant, International Trainer and Keynote Speaker with 30+ years of experience. She started her career as a Vocational Rehabilitation Counselor (CRC) specializing in employees/employers with work-related medical conditions. With the advent of the Americans with Disabilities Act (ADA) in 1990, she advanced her skills as a Certified 'WINDMILLS' Trainer (disability awareness training), Certificated Mediator (CM), Certified Ergonomic Evaluation Specialist (CEES), and a Certified Professional in Disability Management (CPDM)

She provides organizational consultation on employee-management relations, work climate studies to uncover the sources of work place conflict, professional development training opportunities in leadership and team-building, workshops on disability and reasonable accommodation practices, and dispute resolution strategies. Debra has an extensive training and conflict management background, training leadership and legal/mediation professionals throughout North America in workplace mediation and conflict management strategies. She was rated in the top ten trainers globally by SkillPath Corporate Strategies' workshop participants, and is an active member of the American Arbitration Association Employment Mediation Panel and its training faculty.

CLIENTELE:

THE INTERACTIVE PROCESS

Her clients include a range of public and private entities at the local, state and federal level as well as national and international entities. Examples include:

- the San Diego County Office of Education Joint Powers Authority
- the Department of Navy - Southwest Region
- County of Imperial
- Imperial Irrigation District
- Imperial Valley Housing Authority
- Cal Poly: Pomona, San Marcos, Sacramento, and Fullerton
- the Port of San Diego
- Honeywell
- Qualcomm
- Boeing
- Eastern Municipal Water District
- Helix Water District
- Hewlett Packard
- SkillPath Corporate Strategies
- and many more.

AUTHOR | TRAINER | SPEAKER:

Her books "Uncovering the Psychology of Good Bosses vs. Bad Bosses and What It Means for Leadership" and I Hate My Boss…OOPS, I AM the Boss are based on her many years of mediation

experience, workplace training and intervention, and doctoral level research. She has authored numerous articles and three eBooks to date:

- Building a Courageous Workplace Culture
- The Emotional Hijack: How to Keep Your Cool When Your Brain is on Fire
- Your Emotional Potential: How You Show Up Matters

She successfully launched and facilitated the **Trilogy Workshop Series on Navigating the Interactive Process in 2018,** now available through online self-study.

She hosts the monthly Podcast: 'Hot Topics in the Workplace: When Medical Conditions Flare Up' with San Diego JPA Representative Felicia Amenta. Dr. D also hosts the twice-monthly podcast called 'Decoding the Conflict Mindset' featuring 'Thought Leaders' from multiple disciplines worldwide.

DISABILITY & MEDIATION BACKGROUND:

Vocational Assessment & Disability Management Certifications:
1986: Certified Rehabilitation Counselor (CRC) & Licensed Marriage & Family Therapist (LMFT)
1990 & 2000: Certified Ergonomic Evaluation Specialist (CEES)
1990: Certified Case Manager (CCM) & Windmills Certified Professional in Disability Awareness
1997: Certified Professional in Disability Management (CPDM)
2002: Certified as a Woman-Business Owned Enterprise (WBE)
2005: Advanced Practitioner in Workplace Mediation (AP)
2008: Certified High Conflict Diversion Professional (Psychological Disabilities)
2010: Certified Conflict Coach (Manager-Employee Relations)

LEADERSHIP ROLES:

Debra served as the President of the California Association of Rehabilitation Counselors when the Americans with Disabilities Act (ADA) was passed and on the Board of Directors when major changes to the California Workers' Compensation were enacted by Legislature in 1994.

She was featured in Newsweek as one of San Diego's top psychotherapists, recognized by the Los Angeles Federal Executive Board for her workplace mediation expertise and mentorship, and distinguished as a leader in dispute resolution by the Southern California Mediation Association (SCMA) and the Association for Conflict Resolution (ACR). She was recognized by SkillPath Corporate Strategies in 2016 as one of the top ten trainers worldwide.

Today, she most recently served for three years on the Board of Directors for the Southern California Mediation Association (SCMA) and the last two years on the ABA Dispute Resolution Planning (ABA) Committee. She is now on the Board of Directors for Kids Managing Conflict (KMC) to advance peer mediation training in today's schools. She also serves as a Panel Member for the Employment Mediation Division of the American Arbitration Association (AAA) and professionally affiliated with DMEC, RIMS, ASSE, ACSA, PARMA, ABA, AAA, ICDR, and more.

THE INTERACTIVE PROCESS

THE AGILE Workplace

THE INTERACTIVE PROCESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SPECIALIZED THERAPY SERVICES

BACKGROUND INFORMATION:
The parents of a child with special needs selected Specialized Therapy Services, an independent agency to provide independent Assistive Technology (AT) and Auditory Processing Disorder (APD) Assessments.

Term: May 13, 2024 to June 30, 2025

Cost implications:
AT: $88.60/hour
APD: $250/hour

RECOMMENDATION:
Approve/Ratify the agreement with Specialized Therapy Services for the 2024-2025 school year to provide independent assessments for a student with special needs. Cost implications from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, 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.

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

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

TBD	Special Education Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of May, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Specialized Therapy Services	619-431-5049
Company/Consultant	Telephone Number
4204A Adams Avenue, San Diego, CA 92116	www.specializedtherapyservices.org
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: May 13, 2024 To: June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **"design professional"** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Specialized Therapy Services**
Name:	Steve Oas,
Title:	Director
Address:	4204A Adams Avenue
City/State/Zip Code:	San Diego, CA 92116
Telephone:	619-431-5049
Email:	steve@theoascenter.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Specialized Therapy Services
Firm Name

Signature of Authorized Agent

Steve Oas, Director
Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

SO _____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

SO _____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

SO _____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

SO _____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

SO _____(*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.

SO _____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Specialized Therapy Services

Name/title of authorized representative: *(Print)* Steve Oas, Director

Signature: _____ Date 5/20/2024

REVISED 09-13-18

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

SCOPE OF WORK

Assistive Technology (AT) Assessment for individual students at a rate of $88.60 per hour (SDCOE Rate). Duration of assessment can be between 4-15 hours plus, participation in IEP at the hourly rate.

Auditory Processing Disorder (APD) Assessment for individual students at a rate of $250.00 per hour. Duration of assessment can be between 4 – 6 hours plus, participation in IEP at the hourly rate. If testimony is needed, rate is $350.00 per hour.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 20, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS

BACKGROUND INFORMATION:
All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. In addition, students whose parents request for evaluation to determine eligibility for special education services have the right to access such services.

In compliance with State and Federal Regulations, the Special Education Department is requesting approval to contract with AcademiCognitive Connections to provide Psychoeducation Evaluation (IEE), Neuropsychological Evaluation (IEE), Functional Behavior Assessment (FBA), Educationally-Based Mental Health Evaluation (IEE), and Consultation.

Cost Implications:

Psychoeducational Evaluation (IEE) - $185 per hour not to exceed $5550
Bilingual Psychoeducational Evaluation (IEE) - $185 per hour not to exceed $5550
Neuropsychological Evaluation (IEE) - $185 per hour not to exceed $6200
Functional Behavior Assessment (FBA) (IEE) - $185 per hour not to exceed $2650
Educationally-Based Mental Health Evaluation (IEE) - $185 per hour not to exceed $2850
Consultation - $120-$170 per hour as negotiated

RECOMMENDATION:
Approve the agreement with AcademiCognitive Connections for the 2024-2025 school year to Connections to provide Psychoeducation Evaluation (IEE), Neuropsychological Evaluation (IEE), Functional Behavior Assessment (FBA), Educationally-Based Mental Health Evaluation (IEE), and Consultation for students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement - Action #11: Site and District administration meet after every assessment cycle to review assessment data from all schools to focus on progress with system implementation and identify system support needed including professional learning and coaching to improve instructional implementation to support all learners, including unduplicated students.

This practice will help to support the development of data led site admin led meetings to address the needs of unduplicated students and students with disabilities through the implementation and monitoring of high leverage instructional practices.

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

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

TBD	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 20th day of June, 2024 by and between the San Ysidro School District, hereinafter called the "District", and

AcademiCognitive Connections	(760) 604-2114
Company/Consultant	Telephone Number
P.O. Box 211231, Chula Vista, CA 91921	www.AcademiCognitiveConnections.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2024 To: June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **"design professional"** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS
This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY
If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW
This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST
For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:
As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:
ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION
All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**AcademiCognitive connections**
Name:	Nadia Braun
Title:	Licensed Educational Psychologist
Address:	PO Box 211231
City/State/Zip Code:	Chula Vista, Ca 91921
Telephone:	760-604-2114
Email:	AcademiCognitiveConnections@gmail.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT
This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:
Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	DISTRICT
AcademiCognitive Connections	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Nadia Braun, Licensed Educational Psychologist	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
10/10/24	
Date:	Date
Phone Number: 760-604-2114	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45126.1 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 45126.1, subdivision (a) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils.**

NB (*Initial*) As required under Education Code Section 45126.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

NB (*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

NB (*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

NB (*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45126.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

NB (*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.

NB (*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: AcademiCognitive Connection

Name/title of authorized representative *(Print)* Nadia Braun, Licensed Educational Psychologist

Signature _____ Date 6/10/24

REVISED 09-13-16

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

SCOPE OF WORK

AcademiCognitive Connections, LLC

Educational Evaluations

AcademiCognitive Connections, LLC
Nadia Braun, M.S., LEP, ABSNP, BCBA
P.O. Box 211231 Chula Vista, CA 91921
Phone: (619) 279-5739
Email: AcademiCognitiveConnections@gmail.com
Website: www.AcademiCognitiveConnections.com

2024-2025 Rates for Services

SERVICE	FEE PER HOUR
Psychoeducational Evaluation (IEE) Typically includes: records review, interviews (parent/teacher, student, etc.), school observation, 2-3 days testing, scoring and report generation, IEP participation (up to 2 hours)	$185/hour not to exceed $5550
Bilingual Psychoeducational Evaluation (IEE) Typically includes: records review, interviews (parent/teacher, student, etc.), school observation, 2-3 days testing, scoring and report generation, IEP participation (up to 2 hours)	$185/hour not to exceed $5550
Neuropsychological Evaluation (IEE) Typically includes: records review, interviews (parent/teacher/student, etc.), school observation, 3-4 days testing, scoring and report generation, IEP participation (up to 2 hours)	$185/hour not to exceed $6200
Functional Behavior Assessment (FBA)(IEE) Typically includes: records review, interviews (parent/teacher/staff/student, etc.), 3-5 hours of direct observation/data collection, review of district data available, scoring and report generation, IEP participation (1 hour)	$185/hour not to exceed $2650
Educationally-Based Mental Health Evaluation (IEE) Typically includes: records review, interviews (parent/teacher/staff/student, etc.), school/home observation, 1 day testing, scoring and report generation, IEP participation (1 hour)	$185/hour not to exceed $2850
Consultation In-service, ABA support/training	$120-$170/hour as negotiated Consultation fees will be agreed upon prior to providing consultation services.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH RADIANT KIDS THERAPY

BACKGROUND INFORMATION:

Federal law section 34 C.F.R. 300.503 defines an Independent Educational Evaluation (IEE) as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question."

Radiant Kids Therapy, an independent agency, has been selected by the parents to perform independent Physical Therapy (PT), Occupational Therapy (OT) and Speech-Language Pathology (SLP) evaluation for their child with special needs.

Cost implications: $2,200.00 per evaluation, including IEP attendance for the presentation of the report.

RECOMMENDATION:

Approve/Ratify the agreement with Radiant Kids Therapy for the 2024-2025 school year to provide independent evaluation for a student with special needs. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, 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.

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

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

TBD	Special Education Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 21st day of June 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Radiant Kids Therapy	858-753-5082
Company/Consultant	Telephone Number
13223 Black Mountain Rd. #1508 San Diego, CA 92129	www.radiantkidstherapy.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2024 To: June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **"design professional"** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Radiant Kids Therapy
Name:	Laura Agyeman
Title:	Executive Director
Address:	13223 Black Mountain Rd. #1508
City/State/Zip Code:	San Diego, CA 92129
Telephone:	858-753-5082
Email:	radiantadmin@radiantkidstherapy.com

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Radiant Kids Therapy
Firm Name

Laura Agyeman
Signature of Authorized Agent

Laura Agyeman, Executive Director
Print Name, Title

5/20/2024
Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

LA _____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

LA _____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

LA _____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

LA _____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

LA _____(*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.

LA _____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Radiant Kids Therapy

Name/title of authorized representative *(Print)* Laura Agyeman, Executive Director

Signature Laura Agyeman Date 5/20/2024

REVISED 09-13-18

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

SCOPE OF WORK

radiant kids therapy

13223 Black Mountain Rd. #1508, San Diego, CA 92129 (858) 753-5082 admin@radiantkidstherapy.com

Independent Educational Evaluation (IEE) Rate Sheet, 2024-2025

Speech-Language Pathology (SLP) IEE Services: $2,200*

Occupational Therapy (OT) IEE Services: $2,200*

Physical Therapy (PT) IEE Services: $2,200*

**If you require a Certificate of Insurance (COI) listing your organization as an additional insured, we will need to increase this rate by $200 in order to cover that additional expense imposed by our insurance provider. If you accept a Memorandum of Insurance (MOI) in lieu of a COI, our rates are as shown above.*

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Russell Little, Asst. Superintendent
Educational Leadership & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING (A) WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES FOR THE 2024-25 SCHOOL YEAR

BACKGROUND INFORMATION:
SBCS Corporation formerly known as South Bay Community Services (SBCS) will be working together with San Ysidro School District to provide clinical services for students of San Ysidro School District. The clinicians will work in direct partnership with School Psychologists or other designated school personnel to provide support, services, and assistance with triaging the mental health needs of students.

SBCS Corporation agrees to provide two (2) full-time therapists that will be assigned to designated school sites, will provide individual, group and family therapy as well as case management and collateral services as needed, on individual basis. Clinics will be available to conduct risk assessments, crisis intervention, provide consultations and conduct training to staff and parents.

RECOMMENDATION:
Approve the Memorandum of Understanding with SBCS Corporation to provide Mental Health Services during school year 2024-25 at the estimated cost of $250,000.00 from the Educator's Effectiveness Grant.

LCAP GOAL AND ACTION/SERVICE:
Goal 4: Social Emotional Well-Being and Mental Health - All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

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

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

$250,000.00	Educator's Effectiveness Grant
(Amount)	(Name of funding source and/or location)

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

MEMORANDUM OF UNDERSTANDING

This represents an agreement between **SBCS Corporation (SBCS)** and **San Ysidro School District (SYSD)**. SBCS and SYSD intend to work together to provide clinical services for students of the San Ysidro School District. The clinicians will work in direct partnership with School Psychologists and/or other designated school personnel to provide support, services and assistance with triaging the mental health needs of students. To this end, each agency agrees to participate by coordinating/providing the following services**:**

SBCS and SYSD intend to collaborate on the provision of services as described herein.

I. Services to be Provided

SBCS Corporation agrees to:

1. Provide two (2) full time therapists that will be assigned to designated school sites
2. Act as lead agency for administration, fiscal management, and quality assurance of the project.
3. Provide individual, group, and family therapy as well as case management and collateral services as needed, on an individualized basis.
    a. Clinicians will be available to conduct risk assessments, crisis intervention, provide consultations and conduct trainings to staff and parents. Programming will include a range of mental health services to include prevention, intervention and ongoing supports.
4. Utilize evidenced based strategies such as the Incredible Years Curriculum ('Dinosaur School" to provide social and emotional learning through developing social skills and conflict resolution), cognitive behavioral therapy, motivational interviewing and solution focused therapies.
5. Conduct classroom groups, model curriculum implementation and provide creative ideas to support social and emotional learning objectives.
6. Provide more intensive therapeutic services for students displaying symptoms of anxiety, depression, suicidality, attention issues and behavioral concerns.
7. Provide services that can be held on-site or virtually depending on the needs of the students.
8. Oversee data gathering and reporting.
9. Provide and share information with SYSD as a means to support youth/family participation, engagement, and progress under HIPAA guidelines.
10. Participate in school and/or district meetings as required or needed.
11. Facilitate as needed regular in-service trainings for district staff that assist schools in understanding the target population including Trauma Informed Care amongst others.
12. Provide outreach activities at school sites as needed.
13. Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

San Ysidro School District agrees to:

1. Provide SBCS program staff with appropriate office and programmatic space at client's school to provide services and outreach/education on school campuses on a year-round basis to students and their families.
2. Refer appropriate students and parents to the program.
3. Allow SBCS staff to provide services in-class as needed.
4. Provide and share information with SBCS as a means to support youth/family participation, progress, and evaluation under HIPAA guidelines. Information includes, but is not limited to attendance, grades, and behavioral reports.
5. Participate in SBCS meetings as needed.
6. Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes, and other needs ensuring optimal collaboration.

II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 7/1/2024 through 6/30/2025.

III. Confidentiality and Privacy Laws

The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statues, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

IV. Indemnification

SYSD shall indemnify, defend, and hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SYSD**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SYSD** shall have no obligation to indemnify, defend, or hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SBCS** negligence or willful misconduct.

SBCS shall indemnify, defend, and hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SBCS**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SBCS** shall have no obligation to indemnify, defend, or hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SYSD** negligence or willful misconduct.

In the event of claims arising out of the concurrent acts or omissions of both SBCS and SYSD, the parties agree to be responsible for and to hold the other party harmless from any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, SBCS and SYSD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

This Section IV shall survive the termination of this MOU, and is in addition to any other rights or remedies that **SBCS** or **SYSD** may have under the law or this MOU.

V. Insurance

Each party shall maintain public liability and property damage insurance to protect them and **each other** from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this MOU. The minimum amounts of such insurance shall be as hereinafter set forth.

Type of Insurance:	Amount of Insurance:
Commercial General Liability	$2,000,000 per occurrence $4,000,000 general aggregate
Auto Liability for owned and non-owned vehicles *Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives*	$1,000,000 per occurrence
Improper Sexual Conduct	$1,000,000 per occurrence $2,000,000 general aggregate

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice.

VI. Value of Services

The total compensation paid to SBCS will not exceed $250,000.00 for services rendered from July 1, 2024 through June 30, 2025. Clinicians will be paid at a rate of $110.00 per hour, per clinician. Clinicians' time will be tracked by SBCS and provided to the District for invoicing.

VII. Non-Discrimination

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

VIII. Contact Information

The contact information listed below shall be the contact information for the notice requirements under this MOU.

For **San Ysidro School District**	For **SBCS Corporation**:
c/o: Oscar C. Madera Director of Special Education San Ysidro School District oscar.madera@sysdschools.org 619-428-4476 ext. 3057	c/o: Stacey Musso Department Director 430 F Street Chula Vista, CA 91910 smusso@csbcs.org Shea Prophet Program Director 430 F Street Chula Vista, CA 91910 sprophet@csbcs.org

IX. Locations

The services will be provided to the locations of SYSD with the actual school sites to be determined by the administration. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

X. Independent Contractor

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner create an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

XI. Governing Law/Venue San Diego

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

XII. Successors and Assigns / Assignment

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

XIII. Termination

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

By:_____Date:_____
Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

San Ysidro School District

Signature:_____ Date: _____

Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Russell Little, Asst. Superintendent
Educational Leadership & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING (B) WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES FOR THE 2024-25 SCHOOL YEAR

BACKGROUND INFORMATION:

SBCS Corporation formerly known as South Bay Community Services (SBCS) will be working together with San Ysidro School District to provide clinical services for students of San Ysidro School District. The clinicians will work in direct partnership with School Psychologists or other designated school personnel to provide support, services, and assistance with triaging the mental health needs of students.

SBCS Corporation agrees to provide 4 (four) clinicians to support assigned Community Schools within the San Ysidro. Clinicians will be available to conduct risk assessments, crisis intervention, provide consultations and conduct training to staff and parents. Programming will include a range of mental health services to include prevention, intervention and ongoing supports. (Agreement B)

RECOMMENDATION:
Approve the Memorandum of Understanding with SBCS Corporation to provide Mental Health Services during school year 2024-25 at the estimated cost of $520,000.00 from the Community Schools Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 4: Social Emotional Well-Being and Mental Health - All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

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

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

$520,000.00	Community Schools Grant
(Amount)	(Name of funding source and/or location)

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

MEMORANDUM OF UNDERSTANDING

This represents an agreement between **SBCS Corporation (SBCS)** and **San Ysidro School District (SYSD)**. SBCS and SYSD intend to work together to provide clinical services for students of San Ysidro School District. The clinicians will work in direct partnership with School Psychologists or other designated school personnel to provide support, services and assistance with triaging the mental health needs of students. To this end, each agency agrees to participate by coordinating/providing the following services**:**

SBCS and SYSD intend to collaborate on the provision of services as described herein.

I. Services to be Provided

SBCS Corporation agrees to:

1. Act as lead agency for administration, fiscal management, and quality assurance of the project.
2. Provide individual, group, and family therapy as well as case management and collateral services as needed, on an individualized basis.
    a. Clinicians will be available to conduct risk assessments, crisis intervention, provide consultations and conduct trainings to staff and parents. Programming will include a range of mental health services to include prevention, intervention and ongoing supports.
3. Utilize evidenced based strategies such as the Incredible Years Curriculum (’Dinosaur School” to provide social and emotional learning through developing social skills and conflict resolution), cognitive behavioral therapy, motivational interviewing and solution focused therapies.
4. Conduct classroom groups, model curriculum implementation and provide creative ideas to support social and emotional learning objectives.
5. Provide more intensive therapeutic services for students displaying symptoms of anxiety, depression, suicidality, attention issues and behavioral concerns.
6. Provide services that can be held on-site or virtually depending on the needs of the students.
7. Oversee data gathering and reporting.
8. Provide and share information with SYSD as a means to support youth/family participation, engagement, and progress under HIPAA guidelines.
9. Participate in school and/or district meetings as required or needed.
10. Facilitate as needed regular in-service trainings for district staff that assist schools in understanding the target population including Trauma Informed Care amongst others.
11. Provide outreach activities at school sites as needed.
12. Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

San Ysidro School District agrees to:

1. Provide SBCS program staff with appropriate office and programmatic space at client’s school to provide services and outreach/education on school campuses on a year-round basis to students and their families.
2. Refer appropriate students and parents to the program.
3. Allow SBCS staff to provide services in-class as needed.
4. Provide and share information with SBCS as a means to support youth/family participation, progress, and evaluation under HIPAA guidelines. Information includes, but is not limited to attendance, grades, and behavioral reports.
5. Participate in SBCS meetings as needed.
6. Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes, and other needs ensuring optimal collaboration.

II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 7/1/2024 through 6/30/2025.

III. Confidentiality and Privacy Laws

The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statues, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

IV. Indemnification

SYSD shall indemnify, defend, and hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SYSD**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SYSD** shall have no obligation to indemnify, defend, or hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SBCS** negligence or willful misconduct.

SBCS shall indemnify, defend, and hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SBCS**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SBCS** shall have no obligation to indemnify, defend, or hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SYSD** negligence or willful misconduct.

In the event of claims arising out of the concurrent acts or omissions of both SBCS and SYSD, the parties agree to be responsible for and to hold the other party harmless from any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, SBCS and SYSD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

This Section IV shall survive the termination of this MOU, and is in addition to any other rights or remedies that **SBCS** or **SYSD** may have under the law or this MOU.

V. Insurance

Each party shall maintain public liability and property damage insurance to protect them and **each other** from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this MOU. The minimum amounts of such insurance shall be as hereinafter set forth.

Type of Insurance:	Amount of Insurance:
Commercial General Liability	$2,000,000 per occurrence $4,000,000 general aggregate
Auto Liability for owned and non-owned vehicles *Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives*	$1,000,000 per occurrence
Improper Sexual Conduct	$1,000,000 per occurrence $2,000,000 general aggregate

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice.

VI. Value of Services

The total compensation paid to SBCS will not exceed $520,000.00 for services rendered from July 1, 2024 through June 30, 2025. Clinicians will be paid at a rate of $110.00 per hour, per clinician. Clinicians' time will be tracked by SBCS and provided to the District for invoicing.

VII. Non-Discrimination

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

VIII. Contact Information

The contact information listed below shall be the contact information for the notice requirements under this MOU.

For **San Ysidro School District**	For **SBCS Corporation**:
c/o: Oscar C. Madera Director of Special Education San Ysidro School District oscar.madera@sysdschools.org 619-428-4476 ext. 3057	c/o: Stacey Musso Department Director 430 F Street Chula Vista, CA 91910 smusso@csbcs.org Shea Prophet Program Director 430 F Street Chula Vista, CA 91910 sprophet@csbcs.org

IX. Locations

The services will be provided to the locations of SYSD with the actual school sites to be determined by the administration. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

X. Independent Contractor

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner create an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

XI. Governing Law/Venue San Diego

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

XII. Successors and Assigns / Assignment

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

XIII. Termination

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

By:_____Date:_____
Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

San Ysidro School District

Signature:_____ Date: _____

Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 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 MERIT J. RICHARDSON, SCHOOL TRANSPORTATION CONSULTANT

BACKGROUND INFORMATION:
During the year, bus drivers must be state-certified to keep up with California Highway Patrol regulations. Ms. Richardson is a certified School Bus Driver Instructor with the California Department of Education. She will prepare one of the District's employees for the State Bus Instructor/Delegate Training Program. Other consultation services and operational services are available upon request.

Once this training is complete and the employee is certified as a School Bus Driver Instructor, she can provide classroom instruction, documentation, and updates to driver records to ensure compliance for the District and its drivers.

RECOMMENDATION:
Approve the agreement with Merit J. Richardson, School Transportation Consultant, to provide School Bus Driver Instructor training during FY 2024-25 at a rate of $105 per hour, which will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Hourly Rate
$105.00
(Amount)

General Fund
(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 1st day of July, 2024, by and between the San Ysidro School District, hereinafter called the "District", and

Merit J. Richardson, School Transportation Consultant	760-803-7004
Company/Consultant	Telephone Number
P.O. Box 588, Santa Ysabel, CA 92070	N/A
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2024 To June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement _____ .**

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	
Name:	Merit J. Richardson
Title:	School Bus Driver Instructor / Consultant
Address:	P. O. Box 588
City/State/Zip Code:	Santa Ysabel, CA 92070
Telephone:	(760) 803-7004
Email:	meritjonw@gmail.com

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Dr. Jose Iniguez
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	Marilyn.adrianzen@sysdschools.org	Jose.iniguez@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	DISTRICT
MERIT RICHARDSON, SOE, PROP Firm Name	San Ysidro School District Firm Name
Merit J Richardson Signature of Authorized Agent	Signature
MERIT RICHARDSON, CONSULT Print Name, Title STATE CERTIFIED INSTRUCTOR	Marilyn Adrianzen, Chief Business Official Print Name, Title
6/13/2024 Date:	Date
	Board Approved:

Revised 2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

MRR (*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

MRR (*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

MRR (*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

MRR (*Initial*) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

MRR (*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

MRR (*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.

MRR (*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: MERIT RICHARDSON, SOLE PROPRIETOR

Name/title of authorized representative *(Print)* MERIT RICHARDSON

Signature Merit Richardson Date 6/13/2024

Proposal Submitted To:
San Ysidro School District
Jose F. Iniguez, Assistant Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173

EXHIBIT A

PROPOSAL TO PROVIDE:

PUPIL TRANSPORTATION CONSULTATION AND TRAINING SERVICES
JUNE 2024

I, Merit J. Richardson, propose to offer to the San Ysidro School District the following transportation-related services;

- Preparation of candidate(s) for State School Bus Instructor/Delegate Training program
- Inspect record keeping for compliance.

In addition to the above-proposed items, the following Consultation and operational assistance for the Transportation Department is available upon request:

- State approved Classroom and Behind-the-Wheel school bus driver training
- Required in-service training
- Review and complete required training documentation
- Review operational procedures and provide suggested additions and revisions.
- Review routing and school bus stop compliance as requested
- Assistance with recruitment and selection of Transportation personnel as requested
- Either party may terminate services with written notice
- The School District will not be responsible for any additional expenses unless agreed to in writing
- The School District will provide the facility, classroom supplies, and vehicles for the required training.

Compensation rate = $105.00 per hour.

This proposal is valid for the 2024-2025 school year.

Respectfully submitted by:

Merit J Richardson

P.O Box 588 Santa Ysabel, Calif 92070
760-803-7004
meritjonw@gmail.com

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Child Nutrition Department
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AMERICAN PRODUCE

BACKGROUND INFORMATION:
To provide an increased variety of produce to our students, the district Child Nutritional Services (CNS) would like to contract with a local produce distributor called American Produce. American Produce specializes in uncommon produce, such as jicama. The procurement process involved a request for qualifications, and American Produce was the lowest responsible bidder.

Term: July 1, 2024 through June 30, 2025

RECOMMENDATION:
Approve the agreement with American Produce as the produce vendor for the Child Nutrition Department for 2024-25.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ESTIMATE $79,000.00 (Amount)	Child Nutrition Fund 1300 (Name of funding source and/or location)	

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

Small Purchase Request for Quotation
San Ysidro Elementary School District

Date: May 13, 2024

The San Ysidro Elementary School District, hereafter referred to as SFA is seeking a responsible vendor to provide fresh produce products on a weekly basis to the District's Warehouse located at 4350 Otay Mesa Road, San Ysidro 92173 for the time period July 1, 2024 through June 30, 2025.

Deadline:
Please reply to Sally Spero, SNS no later than 5 p.m. Monday May 20, 2024 by sending an email to sarah.spero@sysdschools.org

Goods/Services Requested:
The SFA anticipates purchasing the following items in the estimated quantities, however the following list is only an estimate, is subject to change, and is not a commitment to purchase. Prices should include FOB destination pricing and container costs. The SFA will not pay fuel surcharges. Please provide pricing on the attached pricing page.

Where product specifications state "or equivalent," similar items may be offered subject to SFA evaluation. These items must be clearly identified with brand name and product number. The decision to accept is solely at the discretion of SFA and shall be final.

The foods and beverages provided by the vendor must comply with the federal USDA Child Nutrition Program guidelines. Appropriate documentation must be maintained by the vendor, and provided upon request, including but not limited to: food safety records, nutrition facts labels, Child Nutrition Labels, product formulation statements, ingredient labels, and other items required to demonstrate compliance with the meal pattern and food safety regulations.

If a product requested is not available, substitutions must be pre-approved by the SFA at least 48 hours in advance of delivery. The vendor shall notify the SFA in advance whenever there is a product or ingredient change, and provide nutrition facts labels, ingredient statements, and product specification sheets/CN labels where applicable.

Delivery:

- Delivery must include off-loading and inside delivery.
- Cold/frozen items must be placed in the freezer/refrigerator by the delivery person

- Delivery must be made between the hours of 7 a.m. to 1 p.m. once per week on a day to be negotiated with the successful bidder.
- Delivery must be made to the District's Warehouse located at 4350 Otay Mesa Road, San Ysidro CA 92173

Pricing:

- Pricing for bulk produce shall be quoted as a percentage above or below LA Mostly Market for the entire time period.
- Pricing for processed produce shall be quoted as a firm fixed price for the time of the contract. Increases may be requested with documentation of the cost of goods sold to the vendor only.

Billing and Invoicing:

- Invoices must be provided by the vendor by the 10th of the month following delivery of items
- Invoices must follow net 60 payment terms.

Method of Award:

- The lowest-priced responsive and responsible vendor shall be awarded the contract.
- The SFA defines responsive as the respondent conforms to all of the stated terms and conditions herein, and defines responsible as the respondent is capable of performing successfully under the terms and conditions of the resulting contract.
- The SFA reserves the right to reject any and all bids or any portion or combination therein; to work with whomever and in whatever manner the SFA decides; and to abandon the procurement process entirely. Errors in price computations do not relieve respondents from offering the goods and services at the quoted price. The veracity of prices submitted is the sole responsibility of the bidder.

Buy American:

The successful vendor must comply with the Buy American Provision, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7 CFR 210.21, 220.16). All creditable food products must comply with the Buy American Provision requirement in 7 CFR, sections 210.21(d) and 220.16(d). Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions:

1. The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of satisfactory quality,
2. Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product.

The successful vendor must document and inform the SFA of exceptions to the Buy American Provision requirement prior to delivery of each and every nondomestic agricultural commodity or product.

The documented exception must include the following:

- A description of the nondomestic item.
- Alternative domestic commodities or products that the vendor offered and the reason they were not substituted for the nondomestic item.
- A synopsis of what third-party analysis was done by the vendor to determine cost and availability.
- Documentation by the vendor outlining the price of both domestic and non-domestic commodities or products or lack of availability to justify the exception.
- The dates that:
    - The vendor informed the SFA of the nondomestic commodity or product,
    - The SFA agreed to accept this food item in advance of delivery, and
    - The date the commodity or product was received by the SFA.

Additional Terms and Conditions

- The contract term is July 1, 2024 through June 30, 2025.
- The vendor that is awarded the contract must submit a completed Debarment and Suspension Certificate.
- The vendor that is awarded the contract must maintain all required food safety and sanitation practices as required by law, health permits, health inspections, and an updated HACCP Plan.
- The vendor that is awarded the contract must provide proof of liability insurance in the amount of $2,000,000
- The SFA reserves the right to terminate the resulting contract for cause and convenience. The rights of termination referred to in this solicitation are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
- Either party may be excused from performance when satisfactory evidence of force majeure is presented to the other party, provided that the non-performance is not due to the fault or negligence of the party not performing.
- The vendor is required to grant access to duly authorized representatives of the School Food Authority, the State Department of Education, United States Department of Agriculture, or Comptroller General to any books, documents, paper, and records that are directly pertinent to the contract. Bidder is required to retain all required records for three years after final payment and all other pending matters (audits) for this contract are closed.
- The vendor will be responsible for charges incurred by the SFA due to the vendor's failure to perform according to contract procedures for delivery, including overtime pay for school employees required to work outside designated delivery times and days to receive orders.
- The vendor will be responsible for reimbursing the SFA for any meals served to students that did not meet USDA reimbursable meal standards due to the vendor's failure to deliver products ordered by the District according to contract procedures or to provide an acceptable substitute product.
- The vendor shall be responsible for complying with all local, state, and federal laws, including applicable sections of the education code, food code, occupational safety, and health codes.

- To the fullest extent permitted by law, the vendor agrees to indemnify, defend, and hold the SFA entirely harmless from all liability arising out of workers' compensation acts, any loss, injury to, or death of persons or damage to property, and any and all claims, actions, suits, or other proceedings relating to work under this contract.

Agreement

The parties listed agree to this contract, as evidenced by their signatures below.

Vendor: AMERICAN MUSHROOM INC. DBA: AMERICAN PRODUCE DISTRIBUTORS

Name: MICHAEL POLISO

Title: PRESIDENT

Signature: [signature]

Date: 5-19-2024

District: San Ysidro School District

Name: Marilyn Adrianzen

Title: Chief Business Official

Signature: _____

Date: _____ **Board approved:** _____

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877 - 8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD - 3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information

requested in the form. To request a copy of the complaint form, call (866) 632 - 9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250 - 9410;

(2) fax: (202) 690 - 7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Produce Quotation Sheet

July 1, 2024 to June 30, 2025

American

Item	Amount	% + or -		Total
Bulk Produce	$49,500.00	18%		$58,410.00

Item	Amount	Price	Total	
3 Way Salad	420	$7.75	$3,255.00	
5 lb. romaine	225	$9.98	$2,245.50	
5 lb. jicama	210	$17.15	$3,601.50	
5 lb. pico de gallo	135	$19.78	$2,670.30	
IW CARROTS 100CT	105	$26.95	$2,829.75	
5 lb. spinach	90	$5.95	$535.50	
5 lb. broccoli	54	$15.69	$847.26	
3 lb. iceberg	45	$6.95	$312.75	
!W broc/caul	45	$28.95	$1,302.75	
5 lb. carrot sticks	45	$10.25	$461.25	
IW celery	45	$24.37	$1,096.65	
5 lb. celery	36	$13.35	$480.60	
IW carrot/celery	36	$21.08	$758.88	
			$20,397.69	
Grand Total				$78,807.69

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
KLEITSCH AGENCY
4238 El Cajon Blvd
San Diego, CA 92105
License #:0687942

CONTACT NAME:
PHONE (A/C, No, Ext): (619)871-4041 FAX (A/C, No):
E-MAIL ADDRESS: chris@kleitschagency.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: American National Insurance	60739
INSURER B: Hartford Fire Insurance	19682
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
American Mushroom, Inc. dba
American Produce Distribution
698 Anita Street, Suite B
Chula Vista, CA 91911
619-424-6551

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	x	Y	0401X0774	5-10-24	5-10-25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	x	Y	0401E0103	5-10-24	5-10-25	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	x	Y	0401C0299	5-10-24	5-10-25	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	57WECBG1EHR	5-10-24	5-10-25	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All operations
Blanket primary and non contributary endorsement applies.
Blanket additional insured endorsement applies.
Blanket waiver of subrogation applies.

CERTIFICATE HOLDER

San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92173

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Child Nutrition Services
Dr. Jose Iniguez, Asst. Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENTS WITH GOLD STAR FOODS

BACKGROUND INFORMATION:
Gold Star Foods is one of the few distributors in the nation that exclusively services school food service operations. Since the implementation of the Healthy Hunger –Free Kids Act, Gold Star has become a solutions provider by implementing strategies to support schools such as stocking an inventory of compliant-only foods, creating an online data base with nutritional information with all items, and improving their technology platform to provide reports for school districts to improve transparency.

Gold Star Foods was awarded several RFPs which include a "piggyback" clause authorizing other school districts to benefit from this bid to purchase, use identical sourcing and distribution services and with the same terms and conditions pursuant to sections 20118 (K-12) of the Public Contract Code.

Gold Star Foods is commited to make the necessary deliveries of frozen, refrigerated, commodity and commercial food products including Bread/Tortilla products to accommodate the needs of the District's Nutrition Program. The term of the agreement is for school year 2024-25. RFP documents provided upon request.

		Product Description
RFP# 2023-33	Anaheim UHSD	Distribution of Frozen, Refrigerated, Processed USDA Foods (Commodities), Misc. Food Products and Supplies *(Piggyback pg.52)*
RFP# 2023-2024-01	Val Verde USD	Fresh Bread and Tortilla Products *(Piggyback pg 11)*
RFP# 2022-30	Anaheim UHSD	Produce Products *(Piggyback pg 22)*

RECOMMENDATION:
Approve the agreement with Gold Star Foods to provide food commodities during 2024-25 school year to the District's Nutrition Services Department through the existing "piggyback" agreements between Gold Star Foods and the various school districts RFPs.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety 2.1 Maintain basic operating services of the district.

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

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

Based on purchases	Child Nutrition
(Amount)	(Name of funding source and/or location)

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

GOLD STAR FOODS

June 10, 2024

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

Re: Extension Offer for RFP No. 2023-33 Frozen Food, Refrigerated Food, Dry Goods, Processed Commodity & Related

Gold Star Foods, Inc. is awarded the contract to Anaheim Union High School District in accordance with your bid mentioned above. The term of that original contract is July 1, 2023 through June 30, 2024. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the "piggyback" option of this contract for the next school year and extend our pricing effective July 1, 2024 through June 30, 2025 in accordance with the following terms and conditions:

Anaheim Broadline RFP NO 2023-33:
https://app.box.com/s/0pkirea83gbk9ae1wlsz2ud5u8bctfmy

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Sincerely,

Amber Alderson
Director – National Bids & Contracts

Acceptance:

_____ _____
Signature Title

_____
Date

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

GOLD STAR FOODS

May 20, 2024

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

Re: Extension Offer for RFP: 2023-2024-01 Fresh Bread Products

Gold Star Foods, Inc. is awarded the contract to Val Verde Unified School District in accordance with your bid mentioned above. The term of that original contract is July 1, 2023 through June 30, 2024. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the "piggyback" option of this contract for the next school year and extend our pricing effective July 1, 2024 through June 30, 2025 in accordance with the following terms and conditions:

Val Verde USD Bid Link: https://app.box.com/s/feaeo5fncnwf5g506v9txx5t39zd9swu

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Thank you,

Amber Alderson
Director – National Bids & Contracts

Acceptance:

_____ _____

Signature **Title**

_____

Date

(800) 540-0215
3781 E Airport Drive // Ontario, CA 91761
GOLDSTARFOODS.COM

A GS Foods Group Company

GOLD STAR FOODS

June 10, 2024

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

Re: Extension Offer for RFP No. 2022-30 Produce

Gold Star Foods, Inc. is awarded the contract to Anaheim Union High School District in accordance with your bid mentioned above. The term of that original contract is July 14, 2022 through July 14, 2023. The contract may be extended for an additional two [2] one-year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the "piggyback" option of this contract for the next school year and extend our pricing effective July 14, 2023 through July 14, 2025 in accordance with the following terms and conditions:

Anaheim Produce RFP 2022-30:
https://app.box.com/s/ehr9qaphyraja098cchrzaikkvm678vg

We are proud to be your ongoing Child Nutrition Partner and sincerely value our relationship.

Sincerely,

Amber Alderson
Director – National Bids & Contracts

Acceptance:

_____ _____
Signature **Title**

_____
Date

(800) 540-0215
3781 E Airport Drive, Ontario, CA 91761
GOLDSTARFOODS.COM

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 20, 2024

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NEW DIRECTION SOLUTIONS, LLC DBA PROCARE THERAPY

BACKGROUND INFORMATION:
Children who are identified as having language-processing disorder may benefit from language therapy. Therapy can be provided to help improve children who have word finding difficulty, language processing disorder or delay, phonological awareness deficits, verbal problem-solving weaknesses, listening comprehension difficulty and such.

ProCare Therapy's licensed health care personnel will provide healthcare services, Speech Language Pathologist (SLP), Speech Language Pathologist Assistant (SLPA) and Behavior Intervention services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

Cost implications: SLPA $80.00/hour
CNA $65.00/hour
RBT $65.00/hour
SLP $125.00/hour

RECOMMENDATION:
Approve/Ratify the agreement with New Direction Solutions, LLC dba ProCare Therapy for the 2024-2025 school year to provide healthcare services for students with special needs. Cost implications will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 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	

TBD	General Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 21st day of June 2024, by and between the San Ysidro School District, hereinafter called the "District", and

New Direction Solutions, LLC dba ProCare Therapy	909-360-2553
Company/Consultant	Telephone Number
5550 Peachtree Pkwy, Ste 300, Nocross, GA 30092	www.procaretherapy.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2024 To: June 30, 2025

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives** _____
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives** _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **"design professional"** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Birch Agency**	
Name:	Dakota Long	
Title:	Managing Director	
Address:	5550 Peachtree Pkwy, Ste 300	
City/State/Zip Code:	Norcross, GA 30092	
Telephone:	904-360-2253	
Email:	Dakota.long@procaretherapy.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

New Direction Solutions, LLC dba ProCare Therapy

Dakota Long

Dakota Long
Managing Director
June 17, 2024 17:14 UTC
IP: 38.142.164.10

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

DL
_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as (under Education Code Section 45122.1.

DL
_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section) or a serious felony listed in Penal Code section 1192.7(c).

DL
_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

DL
_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges p or a felony in Education Code Section 45122.1.

DL
_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be ir y anyone coming in contact with pupils.

DL
_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name **New Direction Solutions, LLC dba ProCare Therapy**

Name/title of aut Dakota Long

Signature _____ **Dakota Long**
Managing Director
June 17, 2024 17:14 UTC
IP: 38.142.164.10

ɔ 09-13-18

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

SCOPE OF WORK

Service Offering	Hourly Rates
Speech Language Pathologist	$110-125
Occupational Therapist	$105-115
RBT	$65
Physical Therapy	$110-125
School Psychologist	$110-125
Social Worker	$80-90
BCBA	$100-110
School Counselor	$80-90
Registered Nurse	$85-95
LVN	$75-80
CNA	$65
Paraprofessional	$55-60
SLPA	$80-85
COTA	$80-85
DHH	$90-100
TVI	$90-100
Special Education Teacher	Can not contract - $22,500 Perm Fee

ProCare Therapy