San Ysidro School District
Governing Board

AGENDA

Thursday,
March 9, 2023
5:00 p.m.

WELCOME
Welcome to the meeting of the San Ysidro School District Governing Board. As a courtesy to others, we ask that you turn the volume off on your cell phones and put them on vibrate during the Board meeting. Your cooperation is appreciated.

Smythe School
Auditorium
1880 Smythe Ave
San Ysidro, CA 92173

GENERAL ADMINISTRATION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0042 – DAY/WEEK OF THE TEACHER

BACKGROUND INFORMATION:
Day of the Teacher is a day for honoring teachers and recognizing the lasting contributions they make to our lives. In May 2009, the United States Congress enacted a bill that created a National Day of the Teacher to be celebrated in the month of May. On California's Day of the Teacher, thousands of communities take time to honor their local educators and acknowledge the vital role teachers play in making sure every student receives a quality education.

May 8-14, 2023 has been designated as the "Week of the Teacher" and Wednesday May 10, 2023 has been selected as the San Ysidro School District "Day of the Teacher." On this day, we invite all members of the community to join in this observance by recognizing the contributions public school teachers make toward our children's success in school and in life.

RECOMMENDATION:
Adopt Resolution No. 22/23-0042 declaring the observance of Wednesday, May 10, 2023, as the San Ysidro "Day of the Teacher" and the week of May 8-14, 2023, as the "Week of the Teacher."

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 2022-2023 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
GOVERNING BOARD

RESOLUTION NO. 22/23-0042

RESOLUTION DECLARING THE OBSERVANCE OF WEDNESDAY, MAY 10, 2023, AS THE "DAY OF THE TEACHER" AND THE WEEK OF MAY 8-14, 2023, AS THE "WEEK OF THE TEACHER"

WHEREAS, education is the most vital activity that we as a society undertake to ensure the well-being of the nation; and

WHEREAS, teachers open children's minds to the magic of ideas, knowledge and dreams; and

WHEREAS, teachers fill many roles, as listeners, role models, motivators and mentors; and

WHEREAS, teachers deserve widespread recognition and gratitude for their performance;

WHEREAS, we are keenly aware of the importance of teachers in children reaching their full potential; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent declare the observance of Wednesday, May 10, 2023, as the San Ysidro "Day of the Teacher."

BE IT FURTHER RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent also recognize the week of May 8-14, 2023, as the "Week of the Teacher" and encourage activities to recognize and honor San Ysidro School District teachers and all certificated staff members.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 9th day of March, 2023.

Rosaleah Pallasigue, President	Irene Lopez, Vice-President
Zenaida Rosario, Clerk	Rudy Lopez, Member
Antonio Martinez, Member	Gina A. Potter, Ed.D, Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0043 – CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK

BACKGROUND INFORMATION:
The State of California has a long standing tradition of recognizing the important contributions of classified employees and has named the third full week of May as "Classified Employee Week" to honor their valuable contributions to each school district's success.

Classified employees play an integral role in California's public schools and in particular the San Ysidro School District. In tandem with our classified employees, confidential staff also serve essential roles in supporting the responsibilities assigned to every public education entity in the State. Together, classified and confidential staff help to ensure the smooth operation of offices, the safety and maintenance of buildings and property, the safe transportation of students and the healthy nutrition and direct instruction of our students. By approving Resolution No. 22/23-0043, the District acknowledges the valuable services to the San Ysidro School District and its students by our classified and confidential employees.

RECOMMENDATION:
Adopt Resolution No. 22/23-0043 recognizing the week of May 21-27 2023, as "Classified and Confidential School Employee Week."

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 2022-2023 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
GOVERNING BOARD

RESOLUTION NO. 22/23-0043

RESOLUTION DECLARING THE WEEK OF May 21-27, 2023, AS "CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK"

WHEREAS, classified and confidential school employees provide valuable services to the schools and students of the San Ysidro School District; and

WHEREAS, classified and confidential school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified and confidential school employees serve a vital role in providing for the welfare and safety of the San Ysidro School District students; and

WHEREAS, classified and confidential school employees in the San Ysidro School District strive for excellence in all areas relative to the educational community.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent hereby recognizes and wishes to honor the contributions of the classified and confidential school employees for their efforts in promoting quality education in the State of California and in the San Ysidro School District and declares the week of May 21-27, 2023, as "Classified/Confidential School Employee Week" in the San Ysidro School District.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 9th day of March, 2023.

Rosaleah Pallasigue, President	Irene Lopez, Vice-President
Zenaida Rosario, Clerk	Rudy Lopez, Member
Antonio Martinez, Member	Gina A. Potter, Ed.D, Superintendent

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, FEBRUARY 9, 2023
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, February 9, 2023, to conduct its business meeting at **Sunset School - Auditorium, 3825 Sunset Lane, San Ysidro, CA 92173.** Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 5:01 p.m.

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

Board Members Present:
Mrs. Rosaleah Pallasigue, Board President
Mrs. Irene Lopez, Board Vice-President
Mrs. Zenaida Rosario, Board Clerk
Mr. Rudy Lopez, Member
Mr. Antonio Martinez, Member

3. AGENDA

The Board approved the agenda with the following corrections:

1) Pulled General Administration agenda item 13.21 Resolution No. 22/23-0038 - Non-Reelect Probationary Certificated Employees
2) Changed Consent Calendar agenda item 14B.1 Resignation from Special Day Class Teacher to Special Day Class Teachers.

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

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

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 Member Martinez made a motion to recess to Closed Session, seconded by Board Member Irene Lopez. The vote was 5-0.

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

5.1 GOVERNMENT CODE SECTION 54957.6 (Olea)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Linda Olea, Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

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

5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Legal Counsel)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 1

RECONVENED into OPEN SESSION at 6:00 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: Pallasigue Time: 6:00 p.m.

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

8. FLAG SALUTE by Allen Sanchez Camacho, Sixth Grader, Sunset School

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Mata)
9.1 Sunset School Student(s) - Presented by Sunset Elementary School Principal Efrain Burciaga

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **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 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.

Francisco Mata, Employee, Commented: 1) Congratulated Marilyn Adrianzen for being selected as the Association of California School Administrators (ACSA) Region 18 Business Services Administrator of the Year from among 59 school districts in San Diego and Imperial Counties. 2) Ms. Adrianzen has done remarkable work to stabilize our district's finances and is now recognized not only countywide, but statewide for her exemplary work.

Natalie La Rosa, SYEA President, Commented: 1) Thanked the Board for the AB 1200. 2) We should start thinking about the cost of living increase for next year and include it in the budget. 3) Prioritize employees when doing the budget.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Martinez, Commented: 1) Thanked Principal Burciaga for hosting the board meeting. Appreciates his leadership. 2) Would like an update on the Beyer site project, facilities and maintenance. 3) Inquired if the district could have a grant writer working on a contingency basis. 4) Would like to take a tour of the schools.

Board Member Rudy Lopez, Commented: 1) Thanked Sunset staff for hosting the board meeting. 2) It was a great Friday with the San Diego Padres visiting Sunset School.

Board Clerk Rosario, Commented: 1) Thanked Sunset staff for hosting the board meeting. 2) The Sunset cafeteria was dedicated to Abuelita. 3) It was wonderful for the children to meet the San Diego Padres. Thanked Dr. Iniguez for inviting them. 4) Attended the STEM event at the San Ysidro Library. It was wonderful to have a family night. 5) It was a nice tribute to Grace Kojima. 6) Thanked everyone that is instrumental in making the district better.

Board Vice President Irene Lopez, Commented: 1) La Abuelita was a grandmother to the students. 2) It's our responsibility to bring services to the students. We need to set aside money for social workers, counselors and psychologists for the elementary schools. 3) Suspension is not the answer.

Board President Pallasigue, Commented: 1) Thanked staff for hosting the board meeting. 2) Would like to revisit the renaming of San Ysidro Middle School. 3) She is excited for the retirees. 4) We need to keep an eye on staffing for Special Education.

Superintendent Potter, Commented: 1) Thanked Principal Burciaga and Assistant Principal Troia for hosting the board meeting. 2) Ocean View Hills School and Vista Del Mar Middle School were chosen as California Purple Star Schools for support of military students and families. Congratulated Veronica Medina, Mindy Hayes, Principal Cevallos, Asst. Principal Bandy, Principal Meza and Asst.Principal Viramontes along with the staff at each school for their great work in supporting our military families.. 3) Thanked principals for the spelling bees and the Educational Services staff for coordinating them. 4) Thanked Principal Burciaga for hosting the San Diego Padres and Dr. Iniguez for inviting them. 5) Congratulations Marilyn Adrianzen for being named ACSA Business Administrator of the Year. 6) A celebration in honor of Grace Kojima, former superintendent, was held at Ocean View Hills School for her commitment, dedication and passion of twenty-two years to the district and San Ysidro community. A special thanks to all the staff who made this event such a special occasion.

12. CONFERENCE SESSION

Reports/Presentations

12.1 Safety Presentation - Presented by Assistant Superintendent of Administrative Services, School Support and Safety, Dr. Jose Iniguez

12.2 2023-24 Staffing Projections - Presented by Executive Director of Human Resources, Linda Olea

13. GENERAL ADMINISTRATION

13.1 MINUTES (Potter)

The Board approved the minutes of the Regular Board Meeting of January 23, 2023.

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

13.2 2023 CSBA DELEGATE ASSEMBLY ELECTION (Potter)

The Board elected of the following representatives to the 2023 CSBA Delegate Assembly (7 vacancies): Kate Bishop (Chula Vista ESD)*, Melissa Krogh (Warner USD)*, Kelly Leiker (South Bay Union SD), Eva

Lopez Zepeda (Sweetwater Union HSD), Barbara Ryan (Santee SD)*, Cipriano Vargas (Vista USD) and Katrina Young (San Dieguito Union HSD)*.

Motion: R. Lopez Second: Martinez Vote: 4 Ayes - 1 Noe (Z. Rosario)

13.3 AB1200 AND COLLECTIVE BARGAINING TENTATIVE AGREEMENT WITH THE SAN YSIDRO EDUCATION ASSOCIATION (Adrianzen)
The Board approved/ratified the submittal of AB1200 to the San Diego County Office of Education in reference to Article 18 – Compensation and Fringe Benefits to provide a certificated salary schedule and health & welfare benefits increase and approval of the Collective Bargaining Tentative Agreement with San Ysidro Education Association (SYEA).

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

13.4 BUDGET REDUCTION PLAN 2023-24 (Adrianzen)
The Board approved the Budget Reduction Plan 2023-24.

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

13.5 2023-2024 STUDENT CALENDAR (Olea)
The Board approved the 2023-2024 Student Calendar.

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

13.6 2023-2024 CLASSIFIED EMPLOYEE 10 MONTH (209 DAYS) WORK CALENDAR (Olea)
The Board approved the 2023-2024 Classified Employee 10 Month (209 days) Work Calendar.

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

13.7 2023-2024 CLASSIFIED EMPLOYEE 10 MONTH (213 DAYS) WORK CALENDAR (Olea)
The Board approved the 2023-2024 Classified Employee 10 Month (213 days) Work Calendar.

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

13.8 2023-2024 CLASSIFIED EMPLOYEE 11 MONTH WORK CALENDAR (Olea)
The Board approved the 2023-2024 Classified Employee 11 Month Work Calendar.

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

13.9 2023-2024 CLASSIFIED EMPLOYEE 12 MONTH WORK CALENDAR (Olea)
The Board approved the 2023-2024 Classified Employee 12 Month Work Calendar.

Motion: R. Lopez Second: Z. Rosario Vote: 5-0

13.10 2023-2024 TEACHER WORK CALENDAR (Olea)
The Board approved the 2023-2024 Teacher Work Calendar.

Motion: R. Lopez Second: Z. Rosario Vote: 5-0

13.11 2023-2024 COUNSELORS WORK CALENDAR (Olea)
The Board approved the 2023-2024 Counselors Work Calendar.

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

13.12 2023-2024 PSYCHOLOGISTS WORK CALENDAR (Olea)
The Board approved the 2023-2024 Psychologists Work Calendar.

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

13.13 2023-2024 SOCIAL WORKERS/LANGUAGE, SPEECH & HEARING SPECIALISTS WORK CALENDAR (Olea)
The Board approved the 2023-2024 Social Workers/Language, Speech & Hearing Specialists Work Calendar.

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

13.14 2023-2024 CERTIFICATED DIRECTORS/COORDINATORS WORK CALENDAR (Olea)
The Board approved the 2023-2024 Certificated Directors/Coordinators Work Calendar.

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

13.15 2023-2024 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK CALENDAR (Olea)
The Board approved the 2023-2024 Classified Management & Confidential Work Calendar.

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

13.16 2023-2024 PRINCIPAL/ASSISTANT PRINCIPAL WORK CALENDAR (Olea)
The Board approved the 2023-2024 Principal/Assistant Principal Work Calendar.

Motion: Martinez Second: Rosario Vote: 5-0

13.17 2023-2024 CERTIFICATED CABINET WORK CALENDAR (Olea)
The Board approved the 2023-2024 Certificated Cabinet Work Calendar.

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

13.18 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE 2023 CSEA PARAEDUCATOR CONFERENCE (Olea)
The Board approved the Memorandum of Understanding between San Ysidro School District and California School Employees Association regarding the 2023 CSEA Paraeducator Conference.

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

13.19 RESOLUTION NO. 22/23-0036 – TEMPORARY CERTIFICATED EMPLOYEE RELEASE (Olea)
The Board adopted Resolution No. 22/23-0036 authorizing the District to notice individual, temporary certificated employees of the district's intent to release at the close of the 2022-2023 school year.

Motion: Pallasigue Second: Martinez Vote: 5-0

13.20 RESOLUTION NO. 22/23-0037 – TEMPORARY CERTIFICATED MANAGEMENT

EMPLOYEE RELEASE (Olea)
The Board adopted Resolution No. 22/23-0037 authorizing the District to notice individual, temporary certificated management employees of the district's intent to release at the close of the 2022-2023 school year.

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

13.21 RESOLUTION NO. 22/23-0038 – NON-REELECT PROBATIONARY CERTIFICATED EMPLOYEES (Olea) - *PULLED*
Adopt Resolution No. 22/23-0038 authorizing the District to notice individual, probationary, certificated employees of the district's intent to non-reelect for the 2023-2024 school year.

Motion: _____ Second: _____ Vote: _____

14. CONSENT CALENDAR
The Board approved the Consent Calendar.

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

14A. PERSONNEL – CLASSIFIED

RESIGNATION (Olea)
The Board approved the resignation for the following as recommended by staff:
14A.1 Campus Aide

EMPLOYMENT (Olea)
The Board approved the employment for the following as recommended by staff:
14A.2 Substitute Custodian
a. Jossue Cruz, All Sites
b. Maria Monroy, All Sites
14A.3 Substitute Gardener – Jossue Cruz, MOTF
14A.4 **S**ubstitute Maintenance Person, Jossue Cruz, MOTF

14B. PERSONNEL – CERTIFICATED

RESIGNATION (Olea)
The Board approved the resignation for the following as recommended by staff:
14B.1 Special Day Class Teachers

EMPLOYMENT (Olea)
The Board approved/ratified the employment for the following as recommended by staff:
14B.2 Special Day Class Teacher (Early Childhood Education) – Karolina Moreno Yanez, Child Development Center
14B.3 Substitute Permit Teacher
a. Stephany Espinoza Perez, Child Development Center
b. Jackson Kingsbury, Child Development Center

14C. CURRICULUM & INSTRUCTION

14C.1 EDUCATIONAL FIELD TRIP TO THE SDCOE'S LINDA VISTA INNOVATION CENTER FOR SYMS (González/Ramos)

The Board approved the educational field trips to the SDCOE's Linda Vista Innovation Center for approximately 360 students from San Ysidro Middle School at the total cost of $6,000.00 for transportation fees from the Supplemental & Concentration fund and $1,500.00 for teacher substitutes from the General fund.

14C.2 SUBSCRIPTION WITH MOBYMAX, LLC FOR THE MOBYMAX ALL STUDENT LICENSE ACCESS (González/Rodríguez)
The Board approved/ratified the subscription with MobyMax, LLC for the MobyMax ALL Student License access for Willow School during the 2022-23 school year at the total cost of $285.09 from the Title I fund.

14C.3 TRAINING SERVICES FROM 806 TECHNOLOGIES, INC. FOR THE VIRTUAL NEEDS ASSESSMENT (CNA) PROFESSIONAL LEARNING (González/Ramos)
The Board approved the Training Services from 806 Technologies, Inc. for the Virtual Needs Assessment (CNA) Professional Learning session at the cost of $3,100.00 to be paid from Title I PD fund.

14C.4 PROFESSIONAL DEVELOPMENTS (González)
The Board approved/ratified the attendance attendance and participation of District staff to the different professional developments as attached.

14D. BUSINESS

14D.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District during the period January 1, 2023 through January 31, 2023. This includes all agreements along with 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.

14D.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of January 1, 2023 through January 31, 2023 for a total expenditure of $1,632,841.87. This includes all agreements along with 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.

14D.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)
The Board approved/ratified 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.

14D.4 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $450.00 to help support and enrich our educational programs.

14D.5 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH BRIDGE THE GAP SPED, LLC FOR 2022-2023 SCHOOL YEAR (González/Madera)
The Board approved/ratified the San Diego County NonPublic Master Contract with Bridge The Gap Sped, LLC for the 2022-2023 school year. Cost implications will be paid from the Special Education fund.

14D.6 AGREEMENT WITH BIRCH AGENCY (González/Madera)
The Board approved/ratified the agreement with Birch Agency for the 2022-23 school year to provide speech services to students with special needs. Cost implications will be paid from the Special Education fund.

14D.7 TASK ORDER NO. 3 TO THE B.R. BUILDING RESOURCES FOR CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES (Iniguez)
The Board approved Task Order No. 3 to the B.R. Building Resources Master Agreement for implementation services of the California Energy Commission for the CalSHAPE Program at Vista Del Mar Middle School and Ocean View Hills School in an amount not to exceed $205,653.60.

14D.8 AMENDMENT NO. 2 TO THE LORD ARCHITECTURE, INC. MASTER AGREEMENT FOR GENERAL OBLIGATION BOND PROJECTS (Iniguez)
The Board approved Amendment No. 2 to the Lord Architecture, Inc. Master Contract to provide architectural services for Vista Del Mar Middle School's new two-story building (Science/PE). Cost implications are estimated at $1,014,000.00 from the General Obligation Bond funds.

14D.9 BOARD ACTION TO DECLARE DISTRICT PERSONAL PROPERTY AS OBSOLETE, SURPLUS, DISPOSE OF, OR DONATE PER EDUCATION CODE 17546 (a) (b) (c) AND BOARD POLICY 3270 (Iniguez)
The Board approved the sale, auction, or disposal of personal property as per California Education Code Sec. 17546 (a)(b)(c) and Board Policy 3270.

14D.10 AGREEMENT WITH SAN DIEGO STATE UNIVERSITY NCUST RESEARCH FOUNDATION FOR THE A-PLUS PROGRAM (Little)
The Board approved the Agreement with the San Diego State University NCUST Research Foundation to provide the A-PLUS Program during 2023-24 school year at a cost not to exceed $118,000.00 from the Title I and the General fund.

Board President Pallasigue made the motion to adjourn, seconded by Board Member Martinez. The vote was 5-0.

15. ADJOURNMENT Time: 7:52 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Secretary
Superintendent

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, FEBRUARY 23, 2023
5:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, February 23, 2023 to conduct its business meeting at the **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 5:00 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mrs. Rosaleah Pallasigue, Board President
Mrs. Irene Lopez, Board Vice-President - *Arrived at 5:04 p.m.*
Mrs. Zenaida Rosario, Board Clerk
Mr. Rudy Lopez, Member
Mr. Antonio Martinez, Member - *Arrived at 6:21 p.m.*

3. FLAG SALUTE by Rosaleah Pallasigue, Board President

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

Motion: R. Lopez Second: Rosario Vote: 3-0

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **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 start of 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.

6. GENERAL ADMINISTRATION

6.1 BOARD GOVERNANCE WORKSHOP

The Board reviewed the following topics:

- Local Control Accountability Plan Overview, Dashboard Results, Differentiated Assistance & ATSI Next Steps (González)

The Board recessed at 6:08 p.m. and reconvened at 6:17 p.m.

- Construction Projects Update (Iniguez/Silva)
- Budget Information & Discussion (Adrianzen)

Board Member Rudy Lopez made a motion to adjourn, seconded by Board Member Martinez. The vote was 5-0.

7. ADJOURNMENT Time: 7:13 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Jose Iniguez, Ed.D., Asst. Supt.

Cynthia Monreal González,
Exec. Dir. of Educational Services

☐ Informational
☒ Action

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

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of new and revised Board Policies (BP) and Administrative Regulations (AR):

- (List detailed policies that are being revised, deleted or are new)
  - Board Policy/Administrative Regulation 0430 - Comprehensive Local Plan for Special Education
  - Board Policy/Administrative Regulation 0450 - Comprehensive Safety Plan
  - Board Policy/ Administrative Regulation 0460 - Local Control and Accountability Plan

RECOMMENDATION:
Approve the first reading and adoption of revised Board Policies and Administrative Regulations – 0000 series: Board Policy/Administrative Regulation 0430 - Comprehensive Local Plan for Special Education, Board Policy/Administrative Regulation 0450 - Comprehensive Safety Plan and Board Policy/ Administrative Regulation 0460 - Local Control and Accountability 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 2022-2023 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 0430 - Comprehensive Local Plan for Special Education

Policy updated to reflect **NEW LAW (AB 181, 2022)** requiring the State Superintendent of Public Instruction to make publicly available the special education funding each local educational agency (LEA) generates for their Special Education Local Plan Area (SELPA), and for the SELPA, to report to member LEA's the amount of funding each LEA generates for the SELPA.

Administrative Regulation 0430 - Comprehensive Local Plan for Special Education

Regulation updated to reflect **NEW LAW (AB 181, 2022)** which extends the timeline for developing an annual assurances support plan to July 1, 2027. A template for the annual assurances support plan will be developed by CDE by July 1, 2026. Additional minor revisions as necessary for clarity.

Board Policy 0450 - Comprehensive Safety Plan

Policy updated to clarify language related to approval of the tactical response plan and add material regarding the district's requirement to provide data to the California Department of Education pertaining to lockdown or multi-option response drills conducted at district schools.

Administrative Regulation 0450 - Comprehensive Safety Plan

Regulation updated to reflect **NEW LAW (SB 906, 2022)** which requires, starting with the 2023-24 school year, districts to include in the annual notification to parents/guardians information related to the safe storage of firearms, and for certificated and classified employees of the district, and other school officials such as Governing 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, to immediately report the threat or perceived threat to law enforcement. Regulation also updated to reflect **NEW LAW (AB 1352, 2021)** which authorizes districts to request the Military Department, in consultation with the California Cybersecurity Integration Center (Cal-CSIC), to perform an independent security assessment of the district or an individual district school and **NEW LAW (AB 2355, 2022)** which requires districts that experience a cyberattack, which impacts more than 500 students or personnel, to report the cyberattack to Cal-CSIC. Additionally, regulation updated to include in the optional list of comprehensive safety plan components (1) strategies aimed at preventing potential incidents involving crime and violence on school campuses, (2) provision of safety materials and emergency communications in language(s) understandable to parents/guardians, (3) procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content, (4) district policy and/or plan related to pandemics, (5) communication with parents/guardians regarding unification plans and necessity of cooperating with first responders, and (6) continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible.

Board Policy 0460 - Local Control and Accountability Plan

Policy updated to reflect **NEW LAW (AB 181, 2022)** which states, by January 31, 2025, an Individuals with Disabilities Education Act (IDEA) Addendum adopted by the State Board of Education (SBE) shall completed by districts which are identified by the California Department of Education (CDE) as needing an improvement plan. Additionally, policy is updated to reflect **NEW LAW (AB 181, 2022)** requiring the LCAP parent advisory committee to include at least a parent/guardian of currently enrolled students with disabilities. Policy also updated to reflect **NEW LAW (SB 997, 2022)** which requires, beginning July 1, 2024, districts serving middle or high school students to include two students as full members of the existing parent advisory committee or establish a student advisory committee to provide advice to the Board and the Superintendent or designee.

Administrative Regulation 0460 - Local Control and Accountability Plan

Regulation updated to reflect **NEW LAW (AB 181, 2022)**, which states Beginning July 1, 2025, if the district is identified by State Board of Education (SBE) as needing an improvement plan related to improvements in services for students with disabilities, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE.

Policy 0430: Comprehensive Local Plan For Special Education **Status:** ADOPTED

Original Adopted Date: 02/01/1998 | **Last Revised Date:** ~~05~~12/01/~~2020~~2022 | **Last Reviewed Date:** ~~05~~12/01/~~2020~~2022

CSBA NOTE: Pursuant to Education Code 56195.1, school districts and county offices of education (COE) are required to form geographical regions, known as Special Education Local Plan Areas (SELPAs), of sufficient size and scope to administer a local plan and the allocation of funds for all the special education service needs of the children residing within the boundaries of the region. Districts may join together or with a COE to form a SELPA, or a single district may form its own SELPA. ~~As amended by SB 98 (Ch. 24, Statutes of 2020),~~ Education Code 56195.1 prohibits a district from creating a single-district SELPA until July 1, 2024.

Each SELPA is required to develop and administer a local plan describing how it will provide special education services. Pursuant to Education Code 56195.5, the Governing Board has authority, consistent with the SELPA plan, over the programs it directly maintains.

The following policy and accompanying administrative regulation should be revised to reflect requirements for the type of SELPA in which the district participates.

The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district.

CSBA NOTE: Option 1 below is for use by districts that have their own single-district SELPA. Option 2 below is for use by districts that join with other districts to form a SELPA. Option 3 below is for use by districts that join with a COE to form a SELPA.

In order to meet the needs of individuals with disabilities, the district shall participate as a member of a multi-district Special Education Local Plan Area (SELPA) pursuant to Education Code 56195.1.

CSBA NOTE: Education Code 56195.8 mandates each entity providing special education that is participating in a multi-district SELPA to adopt policies for the programs and services it operates, including, but not limited to, policies on nonpublic, nonsectarian services, review of the class assignment of a student with disabilities, procedural safeguards, resource specialists, transportation of students with disabilities, information on the number of individuals with disabilities who are being provided special education and related services, and caseloads for speech and language specialists providing services to

children with disabilities ages 3-5 years. District policies on these topics should be consistent with policies adopted by the SELPA.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the county office of education and the ~~Superintendent of Public Instruction.~~SPI. (Education Code 56195.1, 56195.3)

CSBA NOTE: Education Code 56836.148, as amended by AB 181 (Chapter 52, Statutes of 2022), requires the SPI to make publicly available the special education funding each local educational agency (LEA) generates for their SELPA, and for the SELPA, within thirty days of receiving their apportionment to report the amount of funding each LEA generates to member LEAs.

Each year, the Superintendent or designee shall provide to the Board any data and/or information regarding the special education funding generated by the district as supplied by the SPI and the SELPA in accordance with Education Code 56836.148.

CSBA NOTE: The remainder of this policy applies to all districts.

Pursuant to Education Code 56195.9, ~~beginning July 1, 2020,~~ the local plan must be reviewed by the SELPA at least once every three years. The budget plan, service plan, and annual assurances support plan must ~~still~~ be reviewed annually, pursuant to Education Code 56205; ~~see the accompanying administrative regulation.~~

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory

committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

CSBA NOTE: Pursuant to Education Code 56195.7, a single-district SELPA is mandated to adopt a written procedure for the ongoing review of programs and a mechanism for correcting any identified problem. For districts participating in a multi-district SELPA with or without a COE pursuant to Option 2 or 3 above, these requirements are contained in the written agreement ~~entered into by members of the SELPA. The following paragraph may be revised to reflect~~ district and/or SELPA practice.

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be used to identify and correct any program deficiencies.

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
5 CCR 3000-3089	Regulations governing special education
Ed. Code 56000-56001	Education for individuals with exceptional needs
Ed. Code 56020-56035	Definitions
Ed. Code 56040-56046	General provisions
Ed. Code 56048-56050	Surrogate parents
Ed. Code 56055	Foster parents
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 56170-56177	Children enrolled in private schools
Ed. Code 56190-56194	Community advisory committees
Ed. Code 56195-56195.10	Local plans
Ed. Code 56205-56208	Local plan requirements
~~Ed. Code 56213~~	~~Special education local plan~~
Ed. Code ~~56213~~56211-56214	Special education local plan areas with small or sparse populations
Ed. Code 56240-56245	Staff development
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning
Ed. Code 56440-56447.1	Programs for individuals between the ages of three and five years
Ed. Code 56500-56508	Procedural safeguards, including due process rights
Ed. Code 56520-~~56525~~56524	Behavioral interventions

Ed. Code 56600-56606	Evaluation, audits and information
Ed. Code 56836-56836.05	Administration of local plan
Gov. Code 7579.5	Surrogate parent; appointment, ~~qualifications,~~qualification and liability
Gov. Code 95000-95004	California Early Intervention Services Act
W&I Code 361	Limitations on parental control
W&I Code 726	Limitations on parental control

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs

Cross References

Code	**Description**
0400	Comprehensive Plans
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
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
3541.2	Transportation For Students With Disabilities
3542	School Bus Drivers
4112.23	Special Education Staff
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
6020	Parent Involvement
6020	Parent Involvement
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Policy 0430: Comprehensive Local Plan For Special Education

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 10/15/2020 **| Last Reviewed Date:** 10/15/2020

The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district.

In order to meet the needs of individuals with disabilities, the district shall participate as a member of a Special Education Local Plan Area (SELPA) with other districts and the county office of education pursuant to Education Code 56195.1.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the Superintendent of Public Instruction. (Education Code 56195.1)

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be used to identify and correct any program deficiencies.

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 3000-3089	Regulations governing special education
Ed. Code 56000-56001	Education for individuals with exceptional needs
Ed. Code 56020-56035	Definitions
Ed. Code 56040-56046	General provisions
Ed. Code 56048-56050	Surrogate parents
Ed. Code 56055	Foster parents
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 56170-56177	Children enrolled in private schools
Ed. Code 56190-56194	Community advisory committees
Ed. Code 56195-56195.10	Local plans
Ed. Code 56205-56208	Local plan requirements 56213 Special education local plan
Ed. Code 56211-56214	Special education local plan areas with small or sparse populations
Ed. Code 56240-56245	Staff development
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning
Ed. Code 56440-56447.1	Programs for individuals between the ages of three and five years
Ed. Code 56500-56508	Procedural safeguards, including due process rights

Ed. Code 56520-56524	Behavioral interventions
Ed. Code 56600-56606	Evaluation, audits and information
Ed. Code 56836-56836.05	Administration of local plan
Gov. Code 7579.5	Surrogate parent; appointment, qualification and liability
Gov. Code 95000-95004	California Early Intervention Services Act
W&I Code 361	Limitations on parental control
W&I Code 726	Limitations on parental control

Federal References	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act

Management Resources References	**Description**
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education, Special Education - https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrmVmBCA==
Website	U.S. Department of Education, Office of Special Education Programs - https://simbli.eboardsolutions.com/SU/v4I2D9cNplus2KZ0yVtPslshvZhg==

Cross References	**Description**
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/veO4Rr85XIDZTxIpfL2ugw==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/N2NPHhZkoR4HzmLplusslshGJIqg==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/xHeL5G0lW17kzaIFS7slshdzA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPlpmLjio2ptoA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==

1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/CkZkCl5GKSusAnqQiDzUDA==
3542	School Bus Drivers - https://simbli.eboardsolutions.com/SU/IoMLd3BH1YLrQLYf49i0Ug==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/gmZgmCslshLxxBI7mz2rvcd7A==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/m8kR6OqcnpKBslshBUOCscN6Q==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/c3m96PV0v0n1mPST6vUNcA==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/V7yUlsFdFwQSslshgLslsho7wzdg==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/CRudpul9UFSZJWywEZtpBQ==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/w5y5I2RKRITTWgEGr7c4pA==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/OAsg62CoShZYMnQmfACXslshA==
6159.4	Behavioral Interventions For Special Education Students - https://simbli.eboardsolutions.com/SU/QpluskOG4jAvuZVXN0yDblhKA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Wa6ZJZ7BgrmYeDmvxY9Pplusg==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/A6SFDmO6DMTrJA5PyslshNNQw==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/pak9muIqbcdLJLuRbBkD6Q==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/vWu9VbR53MMv9rmBIL32kw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/KSed8OKaYIQWDXMkS1v1Aw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/uiyfKoElFv7NzUrqNslshftGw==

Regulation 0430: Comprehensive Local Plan For Special Education **Status:** ADOPTED

Original Adopted Date: 04/01/2003 | **Last Revised Date:** 12/01/~~2020~~2022 | **Last Reviewed Date:** 12/01/~~2020~~2022

Definitions

Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (Education Code 56040; 34 CFR 300.17, 300.101, 300.104)

Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (Education Code 56040.1; 34 CFR 300.107, 300.114, 300.117)

Elements of the Local Plan

CSBA NOTE: Education Code 56205 and 56206 detail the elements that must be included in the local plan developed by the Special Education Local Plan Area (SELPA), including a requirement that the plan contain assurances of general compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), and the Americans with Disabilities Act (42 USC 12101-12213).

Pursuant to Education Code 56122, the California Department of Education (CDE) has ~~developed templates for plan development, which are available on its web site.~~

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

1. Policies, procedures, and programs, that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:

    a. Free appropriate public education

    b. Full educational opportunity

    c. Child find and referral

    d. Individualized education programs, including development, implementation,

review, and revision

e. Least restrictive environment

f. Procedural safeguards

g. Annual and triennial assessments

h. Confidentiality

i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program

j. Children in private schools

k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865

l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)

m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)

n. Performance goals and indicators

o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments

p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds

q. Maintenance of financial effort

r. Opportunities for public participation before adoption of policies and procedures

s. Suspension and expulsion rates

t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)

u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)

v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)

2. An annual budget plan, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each ~~local educational agency (LEA)~~ LEA within the SELPA, projected total special education expenditures by each LEA, projected total expenditures

by the SELPA and the LEAs within the SELPA, projected

funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures

3. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.

CSBA NOTE: Pursuant to Education Code 56205 and 56122, the local plan must include an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating to assure effective outcomes for students with disabilities. As amended by ~~SB 98~~AB 181 (Ch. ~~24~~52, Statutes of ~~2020~~2022), Education Code 56122 extends the timeline for developing an annual assurances support plan to July 1, ~~2023~~2027. A template for the annual assurances support plan will be developed by CDE by July 1, ~~2022~~2026.

4. Beginning July 1, ~~2023~~2027, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:

    a. ~~How~~Support the governing board of the SELPA will ~~support~~provide to participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans

    b. ~~How~~The ways in which the governing board of the SELPA will connect participating agencies in need of technical assistance to the statewide system of support

    c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205

5. A description of programs for early childhood special education from birth through five years of age

6. A description of the method by which members of the public, including parents/guardians of individuals with ~~disabilities~~exceptional needs who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205

7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan

8. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE

9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303

10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress

11. A description of how specialized equipment and services will be distributed within the

local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

The local plan, annual budget plan, annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. (Education Code 56205)

Availability of the Plan

The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
5 CCR 3000-3089	Regulations governing special education
Ed. Code 56000-56001	Education for individuals with exceptional needs
Ed. Code 56020-56035	Definitions
Ed. Code 56040-56046	General provisions
Ed. Code 56048-56050	Surrogate parents
Ed. Code 56055	Foster parents
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 56170-56177	Children enrolled in private schools
Ed. Code 56190-56194	Community advisory committees
Ed. Code 56195-56195.10	Local plans
Ed. Code 56205-56208	Local plan requirements 56213 Special education local plan
Ed. Code 56213	Special education local plan areas with small or sparse populations
Ed. Code 56240-56245	Staff development
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning
Ed. Code 56440-56447.1	Programs for individuals between the ages of three and five years
Ed. Code 56500-56508	Procedural safeguards, including due process rights
Ed. Code 56520-~~56525~~56524	Behavioral interventions

Ed. Code 56600-56606	Evaluation, audits and information
Ed. Code 56836-56836.05	Administration of local plan
Gov. Code 7579.5	Surrogate parent; appointment, qualifications, liability
Gov. Code 95000-95004	California Early Intervention Services Act
W&I Code 361	Limitations on parental control
W&I Code 726	Limitations on parental control

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs

Cross References

Code	**Description**
0400	Comprehensive Plans
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
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
3541.2	Transportation For Students With Disabilities
3542	School Bus Drivers
4112.23	Special Education Staff
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
6020	Parent Involvement
6020	Parent Involvement
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Regulation 0430: Comprehensive Local Plan For Special Education

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 03/11/2021 **| Last Reviewed Date:** 03/11/2021

Definitions

Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (Education Code 56040; 34 CFR 300.17, 300.101, 300.104)

Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (Education Code 56040.1; 34 CFR 300.107, 300.114, 300.117)

Elements of the Local Plan

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

1. Policies, procedures, and programs, that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:

    a. Free appropriate public education

    b. Full educational opportunity

    c. Child find and referral

    d. Individualized education programs, including development, implementation, review, and revision

    e. Least restrictive environment

    f. Procedural safeguards

    g. Annual and triennial assessments

    h. Confidentiality

    i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program

    j. Children in private schools

    k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865

    l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)

    m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)

n. Performance goals and indicators

o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments

p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds

q. Maintenance of financial effort

r. Opportunities for public participation before adoption of policies and procedures

s. Suspension and expulsion rates

t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)

u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)

v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)

2. An annual budget plan, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each local educational agency (LEA) within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures

3. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.

4. Beginning July 1, 2023, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:

   a. How the governing board of the SELPA will support participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans

   b. How the governing board of the SELPA will connect participating agencies in need of technical assistance to the statewide system of support

   c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205

5. A description of programs for early childhood special education from birth through five years of age

6. A description of the method by which members of the public, including parents/guardians of individuals with disabilities who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205

7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan

8. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission

of the local plan to CDE

9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303

10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress

11. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

The local plan, annual budget plan, annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. (Education Code 56205)

Availability of the Plan

The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

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 3000-3089	Regulations governing special education
Ed. Code 56000-56001	Education for individuals with exceptional needs
Ed. Code 56020-56035	Definitions
Ed. Code 56040-56046	General provisions
Ed. Code 56048-56050	Surrogate parents
Ed. Code 56055	Foster parents
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 56170-56177	Children enrolled in private schools
Ed. Code 56190-56194	Community advisory committees
Ed. Code 56195-56195.10	Local plans
Ed. Code 56205-56208	Local plan requirements 56213 Special education local plan
Ed. Code 56211-56214	Special education local plan areas with small or sparse populations
Ed. Code 56240-56245	Staff development
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning
Ed. Code 56440-56447.1	Programs for individuals between the ages of three and five years
Ed. Code 56500-56508	Procedural safeguards, including due process rights
Ed. Code 56520-56524	Behavioral interventions
Ed. Code 56600-56606	Evaluation, audits and information
Ed. Code 56836-56836.05	Administration of local plan
Gov. Code 7579.5	Surrogate parent; appointment, qualification and liability
Gov. Code 95000-95004	California Early Intervention Services Act

W&I Code 361	Limitations on parental control
W&I Code 726	Limitations on parental control

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act

Management Resources References	Description
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education, Special Education - https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrmVmBCA==
Website	U.S. Department of Education, Office of Special Education Programs - https://simbli.eboardsolutions.com/SU/v4I2D9cNplus2KZ0yVtPslshvZhg==

Cross References	Description
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/veO4Rr85XIDZTxIpfL2ugw==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/N2NPHhZkoR4HzmLplusslshGJIqg==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/xHeL5G0lW17kzaIFS7slshdzA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPIpmLjio2ptoA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==

3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/CkZkCI5GKSusAnqQiDzUDA==
3542	School Bus Drivers - https://simbli.eboardsolutions.com/SU/loMLd3BH1YLrQLYf49i0Ug==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/gmZgmCslshLxxBI7mz2rvcd7A==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/m8kR6OqcnpKBslshBUOCscN6Q==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/c3m96PV0v0n1mPST6vUNcA==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/V7yUlsFdFwQSslshgLslsho7wzdg==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/CRudpul9UFSZJWywEZtpBQ==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/w5y5I2RKRITTWgEGr7c4pA==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/OAsg62CoShZYMnQmfACXslshA==
6159.4	Behavioral Interventions For Special Education Students - https://simbli.eboardsolutions.com/SU/QpluskOG4jAvuZVXN0yDblhKA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Wa6ZJZ7BgrmYeDmvxY9Pplusg==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/A6SFDmO6DMTrJA5PyslshNNQw==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/pak9muIqbcdLJLuRbBkD6Q==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/vWu9VbR53MMv9rmBIL32kw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/KSed8OKaYIQWDXMkS1v1Aw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/uiyfKoElFv7NzUrqNslshftGw==

Policy 0450: Comprehensive Safety Plan **Status:** ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 12/01/~~2018~~2022 | **Last Reviewed Date:** 12/01/~~2018~~2022

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 ~~amended~~required by ~~AB 1747 (Ch. 806, Statutes of 2018),~~ Education Code 32282 ~~requires~~and 32288, the California Department of Education (CDE) ~~to post~~has posted on its web site a compliance checklist for developing comprehensive safety plans~~, and Education Code 32288 requires CDE to post~~ and best practices for reviewing and approving the plans. ~~Beginning in the 2018-19 school year,~~ ~~comprehensive~~Comprehensive safety plans ~~will be audited~~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 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 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.

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 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)

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 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 ~~be taken to~~ safeguard students and staff, secure ~~the~~ affected school premises, and apprehend ~~the~~ 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)

~~Access to~~ 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 not be publicly disclosed.

~~CSBA NOTE: Education Code 32281, as amended by AB 1747, adds a requirement to share the comprehensive safety plans with the following entities.~~

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
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
5 CCR 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	Definition; persistently dangerous schools
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code ~~32261~~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~~-35291.5~~	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	Annual notifications
Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
Ed. Code 49390-49395	Homicide threats

Ed. Code 67381	~~Violent crime~~Availability of information regarding crimes
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**
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices
20 USC 7111-7122	Student ~~Support~~support and ~~Academic Enrichment Grants~~academic enrichment grants
20 USC 7912	Transfers from persistently dangerous schools
42 USC 12101-12213	Americans with Disabilities Act
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: A Planning Guide for Action Workbook, 2002
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against ~~Sex~~ Discrimination, March 2017
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004
U.S. DOE Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. ~~SS~~Secret Service & DOE Publication	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
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 Department of Technology, Independent Security Assessment (https://cdt.ca.gov/security/independent-security-assessments-services/)
Website	California Governor's Office of Emergency Services
Website	California Military Department (https://calguard.ca.gov/)
Website	California State Threat Assessment System (https://calstas.org/)
Website	California Healthy Kids Survey
Website	U.S. Department of Education
Website	U.S. Department of Homeland Security, Fusion Centers (https://www.dhs.gov/fusion-centers)
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
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-E(1)	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

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
5145.7	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
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 Reviewed Date:** 06/13/2019

The Board of Education 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.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Access to Safety Plan(s)

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)

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	Definition; persistently dangerous schools
CA Constitution Article 1, Section 28	Right to Safe Schools - https://simbli.eboardsolutions.com/SU/4uKslshNFWJwiWPc9Z3j2hmaA==
Ed. Code 200-262.4	Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==
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
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 7111-7122	Student support and academic enrichment grants
20 USC 7912	Transfers from persistently dangerous schools
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	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	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004
U.S. DOE Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. Secret Service & DOE Publication	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
Website	California Military Department - https://simbli.eboardsolutions.com/SU/L0dgnky2UrB3E0JFwK4w9w==
Website	California Department of Technology, Independent Security Assessment - https://simbli.eboardsolutions.com/SU/plusi3WhT7SqWcuKfD7w9B19g==
Website	U.S. Department of Homeland Security, Fusion Centers - https://simbli.eboardsolutions.com/SU/PSVyV1hfKjpmRQXd5vTBKQ==
Website	California State Threat Assessment System - https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKHzwyPRczQ==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. Secret Service, National Threat Assessment Center - https://simbli.eboardsolutions.com/SU/NUPoxzrpAIspluswbL4nWGFfA==
Website	Centers for Disease Control and Prevention - https://simbli.eboardsolutions.com/SU/bt283HN0JLx8JRqwt3vS3w==

Website	Federal Bureau of Investigation - https://simbli.eboardsolutions.com/SU/ZR2J5FuPNzJN6o3ErxIVQg==
Website	National Center for Crisis Management - https://simbli.eboardsolutions.com/SU/FTuQw2jzeAvzplusxdo695hVQ==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXpIMccKw==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	California Governor's Office of Emergency Services - https://simbli.eboardsolutions.com/SU/paQuTKALN4viPICvslshz93ig==
Website	California Healthy Kids Survey - https://simbli.eboardsolutions.com/SU/pB1UyKy4ocu6w934wTYg4g==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/veO4Rr85XIDZTxIpfL2ugw==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/pQFMLE2xTmKnIHxqp09IZg==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/8GGUCwMWIfx8fLz6Ngpn3w==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
0510	School Accountability Report Card - https://simbli.eboardsolutions.com/SU/rzNCNplusgIOuZ07tkLn8zplusrQ==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYkIj0NjM4JzKPxw==
1112	Media Relations - https://simbli.eboardsolutions.com/SU/1b2pTYKv1STslshiplus35b6wXJw==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPIpmLjio2ptoA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==

1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1313	Civility - https://simbli.eboardsolutions.com/SU/zyWFSn3O6zu02qCKCRzplusCw==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/9uDcSKI7uugETmCykVahHQ==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/IsP74bct6ZWIEplusMslshUslshDk0g==
1330-E PDF(1)	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/CNUwUvT05G0aH7gGIK9dqA==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
2210	Administrative Discretion Regarding Board Policy - https://simbli.eboardsolutions.com/SU/DYgYwNUc3KVMCJCgFYXslshLQ==
3510	Green School Operations - https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/O9FKTqHslshqNGBKo5saslshMH6Q==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/h07XgTJ0QslshS45Pc7PrL6Xg==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/Cu123BsR1bAb3SyPE1fbpA==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/yB5VBT6WrXxI69E2RXQUvQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/n7CuOUfbHIaAcCzD0HsiyA==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/Xq6QvK96MQpL0Sn9lr2G6Q==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/RtceBEi0vGaXMj3nJZplusAgQ==
3514.2	Integrated Pest Management - https://simbli.eboardsolutions.com/SU/nHjErTm6oJjhW7gDtLAUoA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7IKtHA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/GF8ydoNVfCW4zYYv5PkXpg==

3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/NFzTA81FLqplus82yVmHQRriQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/XswpsOM6AvMPamfzbI8Vug==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/KsmdzZgR1dWrqykgpaG2Kg==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/0KkyiKHKB37aBu7j8RCXzw==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/HrrQHaa9VD9ZyjOc3E0UdQ==
3515.7	Firearms On School Grounds - https://simbli.eboardsolutions.com/SU/DXNlpT9yDOcakygQyXu7Ig==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshI1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
3516.1	Fire Drills and Fires - https://simbli.eboardsolutions.com/SU/bFG28ebAP1ERZ4S8YCg54g==
3516.2	Bomb Threats - https://simbli.eboardsolutions.com/SU/3wslshdUoktzDlfUwxZXBmR1g==
3516.3	Earthquake Emergency Procedure System - https://simbli.eboardsolutions.com/SU/I5VdSyYlu6CmxYevo5xrSQ==
3516.5	Emergency Schedules - https://simbli.eboardsolutions.com/SU/UmuHbeNZkcsFSh62pYJSOQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
3543	Transportation Safety And Emergencies - https://simbli.eboardsolutions.com/SU/72ffBe4oMFnJcz8LZiau0A==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/fkKpWrGocWplusjGcWuQNrIjg==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/JUkbiRF0xDtplus8un1Rky4Dg==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4140	Bargaining Units - https://simbli.eboardsolutions.com/SU/XV03lGrQRXBofMnEo7qoMQ==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/MBSgROgVyeslshbOLCrSKHigw==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/Ty3VkoAf8UKQmjgZeccNaQ==
4157	Employee Safety - https://simbli.eboardsolutions.com/SU/7JiAshwQTfplusxslshjQJWPwfDQ==

4157	Employee Safety - https://simbli.eboardsolutions.com/SU/C1oIJMTu9uKyXLoFPi5KGQ==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/JKzHWiwEhHQgdeLTYQO05A==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/4aJ0QgdgWdUu5uTzMfuRzg==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/zNQhELplusR4nnskmkoZICMCw==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/N6plushya8pXbPlOQwpV2uOwQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4240	Bargaining Units - https://simbli.eboardsolutions.com/SU/1qBVTP33q78t6B8k1WbrOg==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/1lQzKKWAkaSUCj66qxM43w==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/2VIxhxOw3ODt7Lrfpk6ioQ==
4257	Employee Safety - https://simbli.eboardsolutions.com/SU/plus9GbFtvVplus4RplusshED0Wi7Gg==
4257	Employee Safety - https://simbli.eboardsolutions.com/SU/aaQ0wxobQIebJBjW1aGtoQ==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/f5NlpIlopgzpo5aQiLFVpA==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/pWrmVpMKVNihYFSSTCyEplusQ==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/YOOZmnslshIAplusAKslshuOCt7xRVw==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/4kRFw9G7bIhlmMmkifAJow==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4340	Bargaining Units - https://simbli.eboardsolutions.com/SU/YDChwvbD7tvakVp1QNkBqw==
4357	Employee Safety - https://simbli.eboardsolutions.com/SU/SKefrjeaKkn5QQ7c970VTg==
4357	Employee Safety - https://simbli.eboardsolutions.com/SU/oFsJ9aWYbkRVbHwjVzuNqA==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/5EMpVOjqGlO5cNybjGeEdg==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/3MVnD2slshwKgkmSRBY8jbN5w==

5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQIHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/sXmiPExcpyoFC82JNOLAdg==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/mzXDkQzOdBp683dY03LXKA==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/3q2jiVsGBAXslsh9WmsN3Ri2A==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/x64w7bNWubnjpluscMr9yvhlA==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/kWRplusbnOoZSIWwJmVGTs0Zw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/O9dpMNxs57RsmdEMWPQ4slshw==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/zvGNUsTplusJZ9ldu4nMrJMVg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/eYRNPN71dua4LIcF91qU5w==
5131.41	Use Of Seclusion And Restraint - https://simbli.eboardsolutions.com/SU/Yd7fZvCUiFb4csPn1KnslshuA==
5131.5	Vandalism And Graffiti - https://simbli.eboardsolutions.com/SU/XlDmdaf8Z5OMmxytVn78Bg==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/2fZOgaza7FWB0KouzttxEA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/eP7p7amj6UOAQB1iaTOjdw==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/HVJ3whplusWmIRf3r0CZdyxmQ==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/lTUqleslshUZvmhzwogt8P3Ww==
5131.63	Steroids - https://simbli.eboardsolutions.com/SU/J4LEgbrzXslshOrmhXW7jYB2w==
5131.63	Steroids - https://simbli.eboardsolutions.com/SU/2gmOHplusToEXsplusODKDqT2DCA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/1ua4GmBiqJVrDZxxZWNqLA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/EewqoEClK5UDQqEKcx0plusIA==
5131.8	Mobile Communication Devices - https://simbli.eboardsolutions.com/SU/f6D4mEiYdVRIGfMclkViAQ==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/SMxDWML4ovtTEl9NUdAMslshw==

5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/XYeEB2XzTXue7AlhUlax4g==
5136	Gangs - https://simbli.eboardsolutions.com/SU/jrTiePP0XDZWVHYITSQslshF5A==
5136	Gangs - https://simbli.eboardsolutions.com/SU/mmP0dNQsPkcAnZmgFeCjrg==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWIPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/oQ5qkpluswaNVsZFi4HHMIfwg==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/VjM4FfQvrAXs7V14zIU8TQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/QplusOL6joc2O14TslshRuGXoemA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/lcKgoSUplusCplusNw4UpTQRdl0A==
5142	Safety - https://simbli.eboardsolutions.com/SU/SjoP4JM2HsDNDslshVqZXOKTw==
5142	Safety - https://simbli.eboardsolutions.com/SU/MhA82Xg3CWuQbzkcnXiTxQ==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/vl7cy4RIBaDtplusP12GldslshAQ==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/R12wC06kXhdqBAlhjsg9Ag==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/RIEajRrHVHaPY49S8F93Cg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/kWsBhUGnqmZEopRm1e7oVA==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/FbJpk8FkpfZ33slshptQlLjHg==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==

5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/l8t8YmbBtflYImdwbnRbEw==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/PKu1VD5F78ewJR2U04xZ7Q==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/2cqTtpUvXHvI5iD86bHdmQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/E7zpIa8aAx3HUsedHjAUww==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/LbSSlk56JLiE1txjsSaa7g==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/8plusPaMuEXplusYBmiXwqhtmFslshA==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3IRoOhSBC6o4b3uA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIIg==
7214	General Obligation Bonds - https://simbli.eboardsolutions.com/SU/CjdxaqWYL8ttaua4uYpuew==
7214	General Obligation Bonds - https://simbli.eboardsolutions.com/SU/by0EhzPoKMEew61tVs07plusQ==
9010	Public Statements - https://simbli.eboardsolutions.com/SU/Q2JxTlDhJSGRZZ6dhrgWRQ==
9011	Disclosure Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/ciplusM9jHmN8A9EYsTDyBc4Q==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/I2YokBslshSxZvKHkFPYV8weA==

9321	Closed Session - https://simbli.eboardsolutions.com/SU/QfknlZ1iziDTUxplussARKweQ==
9321-E PDF(1)	Closed Session - Board Meeting Agenda Descriptions for Closed Session Items - https://simbli.eboardsolutions.com/SU/yzFfpIKv29py7c0GU7E5Hw==
9321-E PDF(2)	Closed Session - Reports of Closed Session Actions - https://simbli.eboardsolutions.com/SU/slshQyLOCsux502vo1sZybqOg==

Regulation 0450: Comprehensive Safety Plan **Status:** ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 12/01/~~2018~~2022 | **Last Reviewed Date:** 12/01/~~2018~~2022

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 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 by the Luke and Alex School Safety Act of 2022 (P.L. 117-159), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices 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 ~~(ADA)~~ 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.

~~As amended by AB 1747 (Ch. 806, Statutes of 2018), Education Code 32281 requires school site councils to consult with the fire department and other first responders, in addition to local law enforcement, in the writing and development of comprehensive safety plans.~~

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: (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)

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 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:

    a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act

CSBA NOTE: Education Code 32282 requires districts to incorporate earthquake emergency procedures into the comprehensive safety plan, as specified in ~~items~~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. ~~As amended by AB 1747, Education Code 32282 requires CDE to provide guidance to districts in regard to the contents of school building disaster plans.~~

    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 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.

~~Education Code 234.4, as amended by AB 2291 (Ch. 491, Statutes of 2018), requires districts to adopt, by December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. See BP 5131.2 – .~~

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, ~~as amended by AB 1747~~, schools are required to include in their comprehensive safety plans procedures for conducting tactical responses to criminal incidents, as specified in ~~item~~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: The following 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 ~~and 32261~~ 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

1. 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

2. 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 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.

7. Annual notification to parents/guardians related to the safe storage of firearms

3. 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

4. 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

5. 10. District policy ~~related to~~prohibiting the possession of firearms and ammunition on school grounds

6. 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.

7. 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

~~8.~~ 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), authorizes districts, at district expense, to request the Military Department, in consultation with the California Cybersecurity Integration Center, to perform an independent security assessment of the district or individual district school. Districts are encouraged to consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.

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.

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 #11~~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, includes athletic coaches in the list of professionals and specifies that community intervention professionals include those who speak languages other than English.

9. 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

10. 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.

11. 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

12. 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

f. g. Development of a method for the reporting of violent incidents

g. h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

13. ~~Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan~~

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

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 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.

~~14.~~ 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
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
5 CCR 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	Definition; persistently dangerous schools
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code ~~32261~~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 35291~~-35291.5~~	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 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
Ed. Code 67381	Violent crime
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 7111-7122	Student Support and Academic Enrichment Grants
20 USC 7912	Transfers from persistently dangerous schools
42 USC 12101-12213	Americans with Disabilities Act

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: A Planning Guide for Action, 2002
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004
U.S. DOE Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. SS & DOE Publication	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
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

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
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-E (1)	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
5145.7	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
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

Regulation 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

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 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 Superintendent 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 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. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence

4. Parent 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

5. 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

6. 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

7. District policy related to possession of firearms and ammunition on school grounds

8. Measures to prevent or minimize the influence of gangs on campus

9. 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

10. 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

11. Guidelines for the roles and responsibilities of mental health professionals, 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

12. Strategies for suicide prevention and intervention

13. 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

14. 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, Board of Education members, parents/guardians, and the media

    f. Development of a method for the reporting of violent incidents

    g. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

15. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

16. 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

---

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	Definition; persistently dangerous schools
CA Constitution Article 1, Section 28	Right to Safe Schools - https://simbli.eboardsolutions.com/SU/4uKslshNFWJwiWPc9Z3j2hmaA==
Ed. Code 200-262.4	Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==
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
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 7111-7122	Student support and academic enrichment grants
20 USC 7912	Transfers from persistently dangerous schools
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	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	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004

U.S. DOE Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. Secret Service & DOE Publication	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
Website	California Military Department - https://simbli.eboardsolutions.com/SU/L0dgnky2UrB3E0JFwK4w9w==
Website	California Department of Technology, Independent Security Assessment - https://simbli.eboardsolutions.com/SU/plusi3WhT7SqWcuKfD7w9B19g==
Website	U.S. Department of Homeland Security, Fusion Centers - https://simbli.eboardsolutions.com/SU/PSVyV1hfKjpmRQXd5vTBKQ==
Website	California State Threat Assessment System - https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKHzwyPRczQ==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. Secret Service, National Threat Assessment Center - https://simbli.eboardsolutions.com/SU/NUPoxzrpAIspluswbL4nWGFfA==
Website	Centers for Disease Control and Prevention - https://simbli.eboardsolutions.com/SU/bt283HN0JLx8JRqwt3vS3w==
Website	Federal Bureau of Investigation - https://simbli.eboardsolutions.com/SU/ZR2J5FuPNzJN6o3ErxIVQg==
Website	National Center for Crisis Management - https://simbli.eboardsolutions.com/SU/FTuQw2jzeAvzplusxdo695hVQ==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXpIMccKw==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	California Governor's Office of Emergency Services - https://simbli.eboardsolutions.com/SU/paQuTKALN4viPICvslshz93ig==
Website	California Healthy Kids Survey - https://simbli.eboardsolutions.com/SU/pB1UyKy4ocu6w934wTYg4g==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/veO4Rr85XIDZTxIpfL2ugw==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/pQFMLE2xTmKnIHxqp09IZg==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/8GGUCwMWIfx8fLz6Ngpn3w==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==

0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
0510	School Accountability Report Card - https://simbli.eboardsolutions.com/SU/rzNCNplusgIOuZ07tkLn8zplusrQ==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYkIj0NjM4JzKPxw==
1112	Media Relations - https://simbli.eboardsolutions.com/SU/1b2pTYKv1STslshiplus35b6wXJw==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtApIyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPIpmLjio2ptoA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1313	Civility - https://simbli.eboardsolutions.com/SU/zyWFSn3O6zu02qCKCRzplusCw==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/9uDcSKI7uugETmCykVahHQ==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/IsP74bct6ZWIEplusMslshUslshDk0g==
1330-E PDF(1)	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/CNUwUvT05G0aH7gGIK9dqA==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
2210	Administrative Discretion Regarding Board Policy - https://simbli.eboardsolutions.com/SU/DYgYwNUc3KVMCJCgFYXslshLQ==
3510	Green School Operations - https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/O9FKTqHslshqNGBKo5saslshMH6Q==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/h07XgTJ0QslshS45Pc7PrL6Xg==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/Cu123BsR1bAb3SyPE1fbpA==

3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/yB5VBT6WrXxI69E2RXQUvQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/n7CuOUfbHIaAcCzD0HsiyA==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/Xq6QvK96MQpL0Sn9lr2G6Q==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/RtceBEi0vGaXMj3nJZplusAgQ==
3514.2	Integrated Pest Management - https://simbli.eboardsolutions.com/SU/nHjErTm6oJjhW7gDtLAUoA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7lKtHA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/GF8ydoNVfCW4zYYv5PkXpg==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/NFzTA81FLqplus82yVmHQRriQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/XswpsOM6AvMPamfzbI8Vug==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/KsmdzZgR1dWrqykgpaG2Kg==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/0KkyiKHKB37aBu7j8RCXzw==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/HrrQHaa9VD9ZyjOc3E0UdQ==
3515.7	Firearms On School Grounds - https://simbli.eboardsolutions.com/SU/DXNlpT9yDOcakygQyXu7Ig==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshl1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
3516.1	Fire Drills and Fires - https://simbli.eboardsolutions.com/SU/bFG28ebAP1ERZ4S8YCg54g==
3516.2	Bomb Threats - https://simbli.eboardsolutions.com/SU/3wslshdUoktzDlfUwxZXBmR1g==
3516.3	Earthquake Emergency Procedure System - https://simbli.eboardsolutions.com/SU/I5VdSyYlu6CmxYevo5xrSQ==
3516.5	Emergency Schedules - https://simbli.eboardsolutions.com/SU/UmuHbeNZkcsFSh62pYJSOQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==

3543	Transportation Safety And Emergencies - https://simbli.eboardsolutions.com/SU/72ffBe4oMFnJcz8LZiau0A==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/fkKpWrGocWplusjGcWuQNrIjg==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/JUkbiRF0xDtplus8un1Rky4Dg==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4140	Bargaining Units - https://simbli.eboardsolutions.com/SU/XV03lGrQRXBofMnEo7qoMQ==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/MBSgROgVyeslshbOLCrSKHigw==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/Ty3VkoAf8UKQmjgZeccNaQ==
4157	Employee Safety - https://simbli.eboardsolutions.com/SU/7JiAshwQTfplusxslshjQJWPwfDQ==
4157	Employee Safety - https://simbli.eboardsolutions.com/SU/C1oIJMTu9uKyXLoFPi5KGQ==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/JKzHWiwEhHQgdeLTYQO05A==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/4aJ0QgdgWdUu5uTzMfuRzg==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/zNQhELplusR4nnskmkoZICMCw==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/N6plushya8pXbPlOQwpV2uOwQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4240	Bargaining Units - https://simbli.eboardsolutions.com/SU/1qBVTP33q78t6B8k1WbrOg==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/1lQzKKWAkaSUCj66qxM43w==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/2VIxhxOw3ODt7Lrfpk6ioQ==
4257	Employee Safety - https://simbli.eboardsolutions.com/SU/plus9GbFtvVplus4RplusshED0Wi7Gg==
4257	Employee Safety - https://simbli.eboardsolutions.com/SU/aaQ0wxobQIebJBjW1aGtoQ==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/f5NlpIlopgzpo5aQiLFVpA==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/pWrmVpMKVNihYFSSTCyEplusQ==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/YOOZmnslshIAplusAKslshuOCt7xRVw==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/4kRFw9G7bIhlmMmkifAJow==

4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4340	Bargaining Units - https://simbli.eboardsolutions.com/SU/YDChwvbD7tvakVp1QNkBqw==
4357	Employee Safety - https://simbli.eboardsolutions.com/SU/SKefrjeaKkn5QQ7c970VTg==
4357	Employee Safety - https://simbli.eboardsolutions.com/SU/oFsJ9aWYbkRVbHwjVzuNqA==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/5EMpVOjqGlO5cNybjGeEdg==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/3MVnD2slshwKgkmSRBY8jbN5w==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQIHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/sXmiPExcpyoFC82JNOLAdg==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/mzXDkQzOdBp683dY03LXKA==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/3q2jiVsGBAXslsh9WmsN3Ri2A==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/x64w7bNWubnjpluscMr9yvhlA==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/kWRplusbnOoZSIWwJmVGTs0Zw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/O9dpMNxs57RsmdEMWPQ4slshw==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/zvGNUsTplusJZ9ldu4nMrJMVg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/eYRNPN71dua4LIcF91qU5w==
5131.41	Use Of Seclusion And Restraint - https://simbli.eboardsolutions.com/SU/Yd7fZvCUiFb4csPn1KnslshuA==
5131.5	Vandalism And Graffiti - https://simbli.eboardsolutions.com/SU/XlDmdaf8Z5OMmxytVn78Bg==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/2fZOgaza7FWB0KouzttxEA==

5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/eP7p7amj6UOAQB1iaTOjdw==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/HVJ3whplusWmIRf3r0CZdyxmQ==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/lTUqleslshUZvmhzwogt8P3Ww==
5131.63	Steroids - https://simbli.eboardsolutions.com/SU/J4LEgbrzXslshOrmhXW7jYB2w==
5131.63	Steroids - https://simbli.eboardsolutions.com/SU/2gmOHplusToEXsplusODKDqT2DCA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/1ua4GmBiqJVrDZxxZWNqLA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/EewqoEClK5UDQqEKcx0plusIA==
5131.8	Mobile Communication Devices - https://simbli.eboardsolutions.com/SU/f6D4mEiYdVRIGfMclkViAQ==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/SMxDWML4ovtTEl9NUdAMslshw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/XYeEB2XzTXue7AlhUlax4g==
5136	Gangs - https://simbli.eboardsolutions.com/SU/jrTieP0XDZWVHYITSQslshF5A==
5136	Gangs - https://simbli.eboardsolutions.com/SU/mmP0dNQsPkcAnZmgFeCjrg==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/oQ5qkpluswaNVsZFi4HHMlfwg==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/VjM4FfQvrAXs7V14zIU8TQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/QplusOL6joc2O14TslshRuGXoemA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/lcKgoSUplusCplusNw4UpTQRdl0A==
5142	Safety - https://simbli.eboardsolutions.com/SU/SjoP4JM2HsDNDslshVqZXOKTw==
5142	Safety - https://simbli.eboardsolutions.com/SU/MhA82Xg3CWuQbzkcnXiTxQ==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/vl7cy4RIBaDtplusP12GldslshAQ==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/R12wC06kXhdqBAlhjsg9Ag==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==

5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/RIEajRrHVHaPY49S8F93Cg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/kWsBhUGnqmZEopRm1e7oVA==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/FbJpk8FkpfZ33slshptQlLjHg==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/l8t8YmbBtflYImdwbnRbEw==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/PKu1VD5F78ewJR2U04xZ7Q==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/2cqTtpUvXHvI5iD86bHdmQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/E7zpla8aAx3HUsedHjAUww==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/LbSSIk56JLiE1txjsSaa7g==
6141.2	Recognition Of Religious Beliefs And Customs - https://simbli.eboardsolutions.com/SU/8plusPaMuEXplusYBmiXwqhtmFslshA==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==

6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3IRoOhSBC6o4b3uA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIIg==
7214	General Obligation Bonds - https://simbli.eboardsolutions.com/SU/CjdxaqWYL8ttaua4uYpuew==
7214	General Obligation Bonds - https://simbli.eboardsolutions.com/SU/by0EhzPoKMEew61tVs07plusQ==
9010	Public Statements - https://simbli.eboardsolutions.com/SU/Q2JxTlDhJSGRZZ6dhrgWRQ==
9011	Disclosure Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/ciplusM9jHmN8A9EYsTDyBc4Q==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/I2YokBslshSxZvKHkFPYV8weA==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/QfknlZ1iziDTUxplussARKweQ==
9321-E PDF(1)	Closed Session - Board Meeting Agenda Descriptions for Closed Session Items - https://simbli.eboardsolutions.com/SU/yzFfpIKv29py7c0GU7E5Hw==
9321-E PDF(2)	Closed Session - Reports of Closed Session Actions - https://simbli.eboardsolutions.com/SU/slshQyLOCsux502vo1sZybqOg==

Policy 0460: Local Control And Accountability Plan **Status:** ADOPTED

Original Adopted Date: 10/01/2017 | **Last Revised Date:** ~~10~~12/01/~~2019~~2022 | **Last Reviewed Date:** 12/01/2022

CSBA NOTE: Education ~~Code~~Codes 52060-52077 require the Governing Board to adopt and annually update, on or before July 1, a local control and accountability plan (LCAP). Pursuant to Education Code 52060, the LCAP must include goals and actions aligned with eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards-based instructional materials, and facilities are maintained in good repair; (2) implementation of and student access to state academic content and performance standards; (3) parent/guardian involvement and family engagement; (4) student achievement; (5) student engagement;
(6) school climate; (7) student access to and enrollment in a broad course of study, including programs and services provided to benefit low-income students, English learners, and/or foster youth (i.e., "unduplicated students" for purposes of supplemental and concentration grants under the local control funding formula (LCFF)); and (8) student outcomes in the specified course of study. Education Code 52060 provides that, in addition to addressing the state priorities in the LCAP, the district may establish and address local priorities and goals. Examples include priorities for student wellness and other conditions of children, professional development, community involvement, ~~and~~ effective governance and leadership, and environmental literacy. See the accompanying administrative regulation for further information about the required content of the LCAP.

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

CSBA NOTE: Pursuant to Education Code 52064, the State Board of Education (SBE) has adopted a template that districts must use to complete the LCAP. An electronic version of the template is available on the California Department of Education's (CDE) web site.

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

CSBA NOTE: Education Code 52060 requires that the LCAP include annual goals to be achieved for all students and for each numerically significant student subgroup as defined in Education Code 52052. In addition, several state priorities address programs and services for "unduplicated students," as defined in Education Code 42238.01-42238.02.

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners,

and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

CSBA NOTE: Pursuant to Education Code 52064.3, as added by AB 181 (Ch. 52, Statutes of 2022), by January 31, 2025, an Individuals with Disabilities Education Act (IDEA) Addendum adopted by SBE relating to improvements in services for students with disabilities is required to be completed by districts that are identified by CDE as needing an improvement plan pursuant to 34 CFR 300.600-300.647. Such identified districts must comply with the requirements specified in the following paragraph.

Beginning July 1, 2025, if the district is identified by the California Department of Education (CDE) as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028, whichever occurs first. The IDEA addendum shall be developed, reviewed, and approved in conjunction with and in the same manner as the LCAP and the annual update to the LCAP, and shall be submitted to CDE within 15 days of adoption by the Board. (Education Code 52064.3)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

The LCAP shall also be aligned with other district and school plans, to the extent possible, in order to minimize duplication of effort and provide clear direction for program implementation.

CSBA NOTE: Pursuant to Education Code 52064.1, districts are required to develop an LCFF budget overview for parents/guardians in conjunction with, and attached as a cover to, the LCAP and annual update to the LCAP. The budget overview is subject to the requirements of Education Code 52062 and 52070 pertaining to the adoption, review, and approval of the LCAP.

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by ~~the~~ SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

CSBA NOTE: Education Code 52060 requires consultation on plan development with all of the groups listed below. The Board may delegate responsibility for arranging meetings and other input opportunities to the Superintendent or designee.

5 CCR 15495 defines what it means to consult with students, including unduplicated students and other numerically significant student subgroups, and gives examples of methods that may be used for this consultation. State regulations do not provide examples of consultation with groups other than students, but consultations might include surveys, the establishment of an advisory committee consisting of representatives of all the specified groups, solicitation of feedback from the groups after a draft plan is available, discussion of the LCAP at staff meetings, and communication with parent organizations, student councils, school site councils, or other established committees or organizations. The district may expand the following paragraph to reflect district practice.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

Public Review and Input

CSBA NOTE: Pursuant to Education Code 52063 and 5 CCR 15495, the Board is required to establish a parent advisory committee and, if district enrollment includes at least 15 percent English learners, an English learner parent advisory committee to review and comment on the LCAP. The district may use existing parent advisory committees for these purposes if the committee composition complies with Education Code 52063 and 5 CCR 15945. However, the district should consider whether such opportunities need to be expanded to achieve significant levels of stakeholder involvement in the planning process as intended by law.

Education Code 52063, as amended by AB 181, requires the LCAP parent advisory committee to ~~include parents/guardians of currently enrolled students with disabilities.~~

The Board shall establish a parent advisory committee to ~~review and comment~~provide advice on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above. ~~,~~ and parents/guardians of students with disabilities. (Education Code 52063; 5 CCR 15495)

CSBA NOTE: The following paragraph is for districts serving middle and/or high school students. Education Code 52063, as amended by SB 997 (Ch. 922, Statutes of 2022), requires, beginning July 1, 2024, districts serving middle or high school students to include two students as full members of the existing parent advisory committee or establish a student advisory committee to provide advice to the Board and the Superintendent or designee. Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, as described below. Districts that do not serve middle or high school students may delete the following paragraphs relating to student advisory members.

Beginning July 1, 2024, unless a student advisory committee is established to provide advice to the Board and Superintendent, two students shall be included as full members of the parent advisory committee. The students shall serve for a renewable term of one full school year. (Education Code 52063)

Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, including geographical, socioeconomic, cultural, physical, and educational diversity, and particular effort shall be made to reach out to at-risk or disadvantaged students to serve as members of such committees. (Education Code 52063)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

CSBA NOTE: The following paragraph is required in relation to parent advisory committees, pursuant to Education Code 52062. For consistency, it is recommended that the same treatment be afforded a student advisory committee established to advise the Board and Superintendent.

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). ~~(Education Code 52062)~~

CSBA NOTE: Education Code 52062 requires notification to the public of the opportunity to submit written comments on the proposed LCAP, including notification in the primary language of parents/guardians when required by Education Code 48985. Pursuant to Education Code 48985, whenever 15 percent or more of the students in a school speak a single primary language other than English, notifications sent to parents/guardians of such students must be written in the primary language as well as in English; see BP 5145.6 - Parental Notifications.

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

CSBA NOTE: Pursuant to Education Code 305, the LCAP parent/guardian and community engagement process must include solicitation of input on language acquisition programs. See BP/AR 6174 - Education for English Learners for further information regarding the types of language acquisition programs that may be offered.

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

CSBA NOTE: Pursuant to Education Code 42127, the Board must not adopt a district budget until the LCAP is in place for the budget year; see BP 3100 - Budget. The budget must include the expenditures

necessary to implement the plan that will be effective during the subsequent fiscal year. If it does not, the County Superintendent of Schools will disapprove the district's budget.

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

CSBA NOTE: Education Code 52070 requires the district to submit the LCAP to the County Superintendent, who may seek written clarification of the contents of the plan and may submit recommendations for amendments as provided below. The County Superintendent is required to approve the LCAP on or before October 8 if it is determined that (1) the LCAP adheres to the template adopted by ~~the~~ SBE and follows any SBE instructions or directions for completing the template; (2) the district budget includes expenditures sufficient to implement the specific actions and strategies in the LCAP; and (3) the LCAP adheres to supplemental and concentration grant expenditure requirements specified in Education Code 42238.07 for unduplicated students. In determining whether the district has fully demonstrated that it will use supplemental and concentration funds to increase or improve services for unduplicated students, 5 CCR 15497 requires the County Superintendent to review any descriptions of districtwide or schoolwide services provided.

Education Code 52064.1 requires the district to file the LCFF budget overview for parents/guardians with the County Superintendent to be reviewed for adherence with the template adopted by the SPI. If the budget overview is not approved, the County Superintendent will withhold approval of the LCAP and will provide technical assistance pursuant to Education Code 52071.

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

CSBA NOTE: The following optional paragraph may be revised to reflect the district's timeline for reviewing the progress and effectiveness of strategies included in the LCAP. Reports should be provided to the Board in sufficient time to allow for any necessary changes in the annual update to the LCAP by July 1 of each year, as required by Education Code 52060-52061. The Dashboard provides a tool to assist in evaluation of district and school performance and includes all of the state priorities for the LCAP described in Education Code 52060.

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

CSBA NOTE: Pursuant to Education Code 52071, when a school or a numerically significant student subgroup is not making sufficient progress toward its LCAP goals, the County Superintendent may be required to provide technical assistance or the Board may request technical assistance. In addition, the Superintendent of Public Instruction may intervene in any school which has been identified as in need of intervention based on criteria specified in Education Code 52072. Pursuant to Education Code 52059.5, CDE has established a unified system of support for districts and schools that meets state requirements as well as federal Title I requirements and ensures consistency between technical assistance provided under both sets of requirements. For more information, see BP 0520 - Intervention for Underperforming Schools.

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association,** West Sacramento, California All rights reserved

---

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

State	Description
5 CCR 15494-15497	Local control and accountability plan and spending requirements
Ed. Code 17002	State School Building Lease-Purchase Law, including definition of good repair
Ed. Code 305-306	English language education
Ed. Code 33430-33436	Learning Communities for School Success Program; grants for LCAP implementation
Ed. Code 41020	Requirement for annual audit

Ed. Code 41320-41322	Emergency apportionments
Ed. Code 42127	Public hearing on budget adoption
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 47604.33	Submission of reports by charter schools
Ed. Code 47606.5	Charter schools; local control and accountability plan
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52302	Regional occupational centers and programs
Ed. Code 52372.5	Linked learning program
Ed. Code 54692	Partnership academies
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60605.8	California Assessment of Academic Achievement; Academic Content Standards Commission
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 99300-99301	Early Assessment Program
W&I Code 300	Dependent child of the court

Federal	**Description**
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6826	Title III funds;, local plans
34 CFR 300.600-300.647	Education of students with disabilities; monitoring, enforcement, confidentiality, and program information

Management Resources	**Description**
CA Department of Education Publication	California School Accounting Manual
California Department of Education Publication	California Career Technical Education Model Curriculum Standards, 2013
California Department of Education Publication	LCFF Frequently Asked Questions
California Department of Education Publication	Local Control and Accountability Plan and Annual Update (LCAP) Template

California Department of Education Publication	California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013
California Department of Education Publication	California Common Core State Standards: Mathematics, rev. 2013
California Department of Education Publication	California English Language Development Standards, 2012
California Department of Education Publication	California School Dashboard
California Department of Education Publication	Family Engagement Framework: A Tool for California School Districts, 2014
CSBA Publication	The California School Dashboard and Small Districts, October 2018
CSBA Publication	Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016
CSBA Publication	LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016
Website	CSBA District and County Office of Education Legal Services
Website	California School Dashboard
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0000	Vision
0400	Comprehensive Plans
0415	Equity
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0440	District Technology Plan
0440	District Technology Plan

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0500	Accountability
0520	Intervention in Underperforming Schools
0520.1	Comprehensive and Targeted School Improvement
1100	Communication With The Public
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
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
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
2121	Superintendent's Contract
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3110	Transfer Of Funds
3231	Impact Aid
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.2	Certification

4112.2	Certification
4113	Assignment
4113	Assignment
4131	Staff Development
4140	Bargaining Units
4231	Staff Development
4240	Bargaining Units
4315	Evaluation/Supervision
4331	Staff Development
4340	Bargaining Units
5030	Student Wellness
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5137	Positive School Climate
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)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	Response To Instruction And Intervention
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.5	Environmental Education

6142.92	Mathematics Instruction
6142.93	Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159	Individualized Education Program
6159	Individualized Education Program
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children

6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Title VI Indian Education Program
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
7110	Facilities Master Plan
9230	Orientation
9310	Board Policies
9320	Meetings And Notices

Policy 0460: Local Control And Accountability Plan

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 01/23/2020 **| Last Reviewed Date:** 01/23/2020

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process-shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.
Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

The shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guar□ians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)
Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

Public Review and Input
The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for

adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)
Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

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 15494-15497	Local control and accountability plan and spending requirements
Ed. Code 17002	State School Building Lease-Purchase Law, including definition of good repair - https://simbli.eboardsolutions.com/SU/SWCTtYtHLbJV2oTkKplusAVTw==
Ed. Code 305-306	English language education
Ed. Code 33430-33436	Learning Communities for School Success Program; grants for LCAP implementation
Ed. Code 41020	Requirement for annual audit
Ed. Code 41320-41322	Emergency apportionments
Ed. Code 42127	Public hearing on budget adoption
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 47604.33	Submission of reports by charter schools
Ed. Code 47606.5	Charter schools; local control and accountability plan
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52302	Regional occupational centers and programs
Ed. Code 52372.5	Linked learning program
Ed. Code 54692	Partnership academies
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60605.8	California Assessment of Academic Achievement; Academic Content Standards Commission
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 99300-99301	Early Assessment Program
W&I Code 300	Dependent child of the court

Federal References	Description
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6826	Title III funds; local plans
34 CFR 300.600-300.647	Education of students with disabilities; monitoring, enforcement, confidentiality, and program information
34 USC 300.600	State monitoring and enforcement

Management Resources References	Description
CA Department of Education Publication	California School Accounting Manual
California Department of Education Publication	California Career Technical Education Model Curriculum Standards, 2013

California Department of Education Publication	LCFF Frequently Asked Questions
California Department of Education Publication	Local Control and Accountability Plan and Annual Update (LCAP) Template
California Department of Education Publication	California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013
California Department of Education Publication	California Common Core State Standards: Mathematics, rev. 2013
California Department of Education Publication	California English Language Development Standards, 2012
California Department of Education Publication	California School Dashboard
California Department of Education Publication	Family Engagement Framework: A Tool for California School Districts, 2014
CSBA Publication	The California School Dashboard and Small Districts, October 2018
CSBA Publication	Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016
CSBA Publication	LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California School Dashboard - https://simbli.eboardsolutions.com/SU/nByAQc3f1HBdKN6yplusFYMtg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==

Cross References	**Description**
0000	Vision - https://simbli.eboardsolutions.com/SU/u5qD89SrQMplus85pcm4Ju8ww==
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/veO4Rr85XIDZTxIpfL2ugw==
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/pQFMLE2xTmKnIHxqp09IZg==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/8GGUCwMWIfx8fLz6Ngpn3w==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/N2NPHhZkoR4HzmLplusslshGJIqg==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/xHeL5G0lW17kzaIFS7slshdzA==
0420.41	Charter School Oversight - https://simbli.eboardsolutions.com/SU/RmslshNP0anUxB0QvouFOCAplusg==
0420.41-E PDF(1)	Charter School Oversight - https://simbli.eboardsolutions.com/SU/LysOPM557YPs92qbRXq8pg==
0420.41-E(1)	Charter School Oversight - https://simbli.eboardsolutions.com/SU/wE2alIgJHYShAzoZJis37g==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/76Pc2jITzGKe840o2nGKVg==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/O3NplusXslshFxM3Z7PVLEnBKeyQ==

0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/axwazcjjKskSaxTplusJVK3HA==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/ctUEAMl5LG7fhlhBosO10A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
0520.1	Comprehensive and Targeted School Improvement - https://simbli.eboardsolutions.com/SU/QTdCLY19NJsJ2FfNA2M0sg==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYklj0NjM4JzKPxw==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/92wfmcN541FlED53K1C2Uw==
1113-E PDF(1)	District And School Web Sites - https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg==
1113-E(1)	District And School Web Sites - https://simbli.eboardsolutions.com/SU/Uf3YpSEplusOyslqUTeEEQMbw==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPlpmLjio2ptoA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64Pchlslshicefyfg==
1312.4	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGQ3MTIOD95Pe5BM5khuuw==
1312.4-E PDF(1)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/BOLiBEOnqWtridjdcLu7mw==
1312.4-E PDF(2)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/mc8TAySPJllM6slshnaHBT34w==
1312.4-E(1)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/bCevdtr1it1VFkmq39Wfmw==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==

2121	Superintendent's Contract - https://simbli.eboardsolutions.com/SU/SrcoN8hwjplusCBpsEGTwmpaQ==
2210	Administrative Discretion Regarding Board Policy - https://simbli.eboardsolutions.com/SU/DYgYwNUc3KVMCJCgFYXslshLQ==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3110	Transfer Of Funds - https://simbli.eboardsolutions.com/SU/7e1gYbBPTecIM7Q1Mv48rA==
3231	Impact Aid - https://simbli.eboardsolutions.com/SU/7Ap579LQSLQa4LplussekulFA==
3460	Financial Reports And Accountability - https://simbli.eboardsolutions.com/SU/TxBv420C0XX2RcvhFVuwTQ==
3460	Financial Reports And Accountability - https://simbli.eboardsolutions.com/SU/oxbbplusKiWBOkgDVv4ZA7DqA==
3517	Facilities Inspection - https://simbli.eboardsolutions.com/SU/eL7YUxCKnubQJPnNplusTyAJA==
3517-E(1)	Facilities Inspection - https://simbli.eboardsolutions.com/SU/x6S9ocBBuKNsqUADxQLRCw==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/Qslsh03yMjDLRtnlQ7wtNmjLA==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/GVhplusslshqpvaslshuyZeIGQBjhvQ==
4113	Assignment - https://simbli.eboardsolutions.com/SU/8TGgSGrhlGDT3a1Y0kfN5A==
4113	Assignment - https://simbli.eboardsolutions.com/SU/WslshslsheslshYeJGKmOdpUu98PFTw==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4140	Bargaining Units - https://simbli.eboardsolutions.com/SU/XV03lGrQRXBofMnEo7qoMQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4240	Bargaining Units - https://simbli.eboardsolutions.com/SU/1qBVTP33q78t6B8k1WbrOg==
4315	Evaluation/Supervision - https://simbli.eboardsolutions.com/SU/UdQGNJ46U3p26PI80PL6cQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4340	Bargaining Units - https://simbli.eboardsolutions.com/SU/YDChwvbD7tvakVp1QNkBqw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==

5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/MfyKHSPWgTOMUMcbEnYL4w==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/2cqTtpUvXHvI5iD86bHdmQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/E7zpIa8aAx3HUsedHjAUww==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wIufamEAdcmeCnQqXP7A9Q==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6120	Response To Instruction And Intervention - https://simbli.eboardsolutions.com/SU/dEp4Idh5BcjpnZ6dDslshCGbw==
6142.5	Environmental Education - https://simbli.eboardsolutions.com/SU/oRdaYJ0PZupluswKIRwxLTaCQ==
6142.92	Mathematics Instruction - https://simbli.eboardsolutions.com/SU/2kHeob8oTQU4G54jdJKp4w==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/plusvY1VMisWfdCKrDslshrWh8bQ==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/AmS1igTjx4X628bKgqW8Bw==
6151	Class Size - https://simbli.eboardsolutions.com/SU/FplusvStgc8s1rUk6PQHcJ6RA==
6152.1	Placement In Mathematics Courses - https://simbli.eboardsolutions.com/SU/cVcwWiAK3pCgNhfrC3plusGpA==
6152.1	Placement In Mathematics Courses - https://simbli.eboardsolutions.com/SU/LEKRQIY1ERodUMIga3JmEQ==

6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/mx70qzqnj48uAUY9I9m7fg==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/rf9plusYmtsgv6hznQC3ipMplusQ==
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/EoZiZhrplusD2n6Z25P848uBQ==
6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/W2pplusGXW0VmmslshgPRPDAsAaw==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evIgoJdiV3OVQakeqroGOQ==
6163.1	Library Media Centers - https://simbli.eboardsolutions.com/SU/lslsh86du039e3kAM9Lgk5plusjg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3lRoOhSBC6o4b3uA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Wa6ZJZ7BgrmYeDmvxY9Pplusg==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/A6SFDmO6DMTrJA5PyslshNNQw==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/JtQDlrkSo9aktbt4cbmG5g==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/9kuifz9ovp2U1ldnNuPhJg==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/KSed8OKaYIQWDXMkS1v1Aw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/uiyfKoElFv7NzUrqNslshftGw==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmIdwAg==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/gPgCpCtjdJruPgmJ7Rcfqw==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/aslshgNHEuTeSsRhcLzTiYZOg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==
6173-E PDF(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==

6173-E PDF(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dllGQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIIg==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/ZdRslshgxDjJyLzuRCDQi7YzA==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/EmVIh5NPbhplusIBFAplusaALJkw==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/CE1yeUeHtTBGZocGRqIslshnQ==
6190	Evaluation Of The Instructional Program - https://simbli.eboardsolutions.com/SU/SsYiNF0LslshseiRm7GRp9z9g==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/Mr1vH6nbOnhmz7Fd4jenxg==
9230	Orientation - https://simbli.eboardsolutions.com/SU/plusjxAYSEslshNFawGZOpf7KxWg==
9310	Board Policies - https://simbli.eboardsolutions.com/SU/yaMTwdI9DALoCYwkKwgn0w==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/l2YokBslshSxZvKHkFPYV8weA==

Regulation 0460: Local Control And Accountability Plan **Status:** ADOPTED

Original Adopted Date: 10/01/2017 | **Last Revised Date:** ~~10~~12/01/~~2019~~2022 | **Last Reviewed Date:** 12/01/2022

CSBA NOTE: Education Codes 52060-52077 require the Governing Board to adopt and annually update, on or before July 1, a three-year local control and accountability plan (LCAP). See the accompanying Board policy for information about plan development and monitoring.

Goals and Actions Addressing State and Local Priorities

CSBA NOTE: Education Code 52060 requires that the LCAP include annual goals, aligned with specified state priorities, to be achieved for all students and for each numerically significant subgroup as defined in Education Code 52052. Pursuant to Education Code 52052, a numerically significant subgroup includes ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school or district.

In addition, several state priorities address programs and services for "unduplicated students." For purposes of supplemental and concentration grants allocated through the local control funding formula (LCFF), "unduplicated students" are defined by Education Code 42238.02 as students eligible for free or reduced-price meals, English learners, and foster youth; see the accompanying Board policy.

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district
and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:

    a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

    b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

CSBA NOTE: Education Code 52060 provides that family engagement may include, but not be limited to, efforts by the district and schools to apply research-based practices, such as welcoming all families into the school community, engaging in effective two-way communication, supporting student success, and empowering families to advocate for equity and access. It may also include partnering with families to inform, influence, and create practices and programs that support student success and collaboration with families and the broader community, expand student learning opportunities, and promote civic participation.

c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities

d. Student achievement, as measured by all of the following as applicable:

   i. Statewide assessments of student achievement

   ii. The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University; have successfully completed career technical education (CTE) sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692; and have successfully completed both college entrance courses and CTE sequences or programs

   iii. The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency

   iv. The English learner reclassification rate

   v. The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher

   vi. The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

CSBA NOTE: In addition to goals aligned with the state priorities described in Item #1 above, Education Code 52060 provides that the LCAP may include goals for local priorities established by the Board; see the accompanying Board policy. Optional Item #2 below may be revised to reflect local priorities.

2. Any goals identified for any local priorities established by the Board.

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in ~~items~~Items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

CSBA NOTE: Pursuant to Education Code 52060, in developing goals and actions for the LCAP, the Board may consider qualitative information, including, but not limited to, the results of school quality reviews conducted pursuant to Education Code 52052. Education Code 52052 authorizes the Superintendent of Public Instruction (SPI), with approval of the State Board of Education (SBE) and conditional upon an appropriation in the state budget, to develop and implement a program of school quality reviews that features locally convened panels to visit schools, observe teachers, interview students, and examine student work.

For purposes of the descriptions required by ~~items~~Items #1-3 above, the Board may consider qualitative
information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

Increase or Improvement in Services for Unduplicated Students

CSBA NOTE: The following section is for use by districts that receive LCFF supplemental and/or concentration grant funds. Such districts are required to increase or improve services for unduplicated students in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students; see BP 3100 - Budget. 5 CCR 15494-15496 specify the method for determining the percentage by which services for unduplicated students must be increased or improved above services provided to all students in the fiscal year.

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis

2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas

3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the

state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

Availability of the Plan

CSBA NOTE: Education Code 52065 requires the district to prominently post its LCAP, any annual update or revisions to the LCAP, and LCFF budget overview for parents/guardians on the homepage of its web site. In addition, the County Superintendent of Schools is required to post all district LCAPs, or links to those plans, on the county office of education web site and to transmit all such plans to the SPI, who will then post links to all plans on the California Department of Education web site.

Beginning July 1, 2025, if the district is identified by SBE as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028.

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, including the IDEA Addendum as applicable, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52064.3, 52065)

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
5 CCR 15494-15497	Local control and accountability plan and spending requirements
Ed. Code 17002	State School Building Lease-Purchase Law, including definition of good repair
Ed. Code 305-306	English language education
Ed. Code 33430-33436	Learning Communities for School Success Program; grants for LCAP implementation
Ed. Code 41020	Requirement for annual audit
Ed. Code 41320-41322	Emergency apportionments
Ed. Code 42127	Public hearing on budget adoption
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 47604.33	Submission of reports by charter schools
Ed. Code 47606.5	Charter schools; local control and accountability plan
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51210	Course of study for grades 1-6

Ed. Code 51220	Course of study for grades 7-12
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52302	Regional occupational centers and programs
Ed. Code 52372.5	Linked learning program
Ed. Code 54692	Partnership academies
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60605.8	California Assessment of Academic Achievement; Academic Content Standards Commission
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 99300-99301	Early Assessment Program
W&I Code 300	Dependent child of the court

Federal	**Description**
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6826	Title III funds; local plans
34 USC 300.600	State monitoring and enforcement

Management Resources	**Description**
CA Department of Education Publication	California School Accounting Manual
California Department of Education Publication	California Career Technical Education Model Curriculum Standards, 2013
California Department of Education Publication	LCFF Frequently Asked Questions
California Department of Education Publication	Local Control and Accountability Plan and Annual Update (LCAP) Template
California Department of Education Publication	California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013
California Department of Education Publication	California Common Core State Standards: Mathematics, rev. 2013
California Department of Education Publication	California English Language Development Standards, 2012
California Department of Education Publication	California School Dashboard
California Department of Education Publication	Family Engagement Framework: A Tool for California School

Districts, 2014

CSBA Publication	The California School Dashboard and Small Districts, October 2018
CSBA Publication	Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016
CSBA Publication	LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016
Website	CSBA District and County Office of Education Legal Services
Website	California School Dashboard
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0000	Vision
0400	Comprehensive Plans
0415	Equity
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0440	District Technology Plan
0440	District Technology Plan
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0500	Accountability
0520	Intervention in Underperforming Schools
0520.1	Comprehensive and Targeted School Improvement
1100	Communication With The Public

1113	District And School Web Sites
1113	District And School Web Sites

1113-E(1)	District And School Web Sites
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
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
2121	Superintendent's Contract
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3110	Transfer Of Funds
3231	Impact Aid
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.2	Certification
4112.2	Certification
4113	Assignment
4113	Assignment
4131	Staff Development
4140	Bargaining Units
4231	Staff Development
4240	Bargaining Units
4315	Evaluation/Supervision

4331	Staff Development
4340	Bargaining Units
5030	Student Wellness
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5137	Positive School Climate
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)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6120	Response To Instruction And Intervention
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.5	Environmental Education
6142.92	Mathematics Instruction
6142.93	Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses

6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159	Individualized Education Program
6159	Individualized Education Program
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.1	Library Media Centers
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E (1)	Education For Homeless Children
6173-E (2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Title VI Indian Education Program
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs

6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
7110	Facilities Master Plan
9230	Orientation
9310	Board Policies
9320	Meetings And Notices

Regulation 0460: Local Control And Accountability Plan

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 01/23/2020 **| Last Reviewed Date:** 01/23/2020

Goals and Actions Addressing State and Local Priorities

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:
a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standardsaligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002
b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency
c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities
d. d. Student achievement, as measured by all of the following as applicable:
(1) Statewide assessments of student achievement
(2) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
(3) The English learner reclassification rate
e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable
f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable
g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03
h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

Increase or Improvement in Services for Unduplicated Students

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in

proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)
When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

Availability of the Plan

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52065)

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 15494-15497	Local control and accountability plan and spending requirements
Ed. Code 17002	State School Building Lease-Purchase Law, including definition of good repair - https://simbli.eboardsolutions.com/SU/SWCTtYtHLbJV2oTkKplusAVTw==
Ed. Code 305-306	English language education
Ed. Code 33430-33436	Learning Communities for School Success Program; grants for LCAP implementation
Ed. Code 41020	Requirement for annual audit
Ed. Code 41320-41322	Emergency apportionments
Ed. Code 42127	Public hearing on budget adoption
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 47604.33	Submission of reports by charter schools
Ed. Code 47606.5	Charter schools; local control and accountability plan
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52302	Regional occupational centers and programs
Ed. Code 52372.5	Linked learning program
Ed. Code 54692	Partnership academies
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60605.8	California Assessment of Academic Achievement; Academic Content Standards Commission

Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 99300-99301	Early Assessment Program
W&I Code 300	Dependent child of the court

Federal References	**Description**
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
20 USC 6826	Title III funds; local plans
34 CFR 300.600-300.647	Education of students with disabilities; monitoring, enforcement, confidentiality, and program information
34 USC 300.600	State monitoring and enforcement

Management Resources References	**Description**
CA Department of Education Publication	California School Accounting Manual
California Department of Education Publication	California Career Technical Education Model Curriculum Standards, 2013
California Department of Education Publication	LCFF Frequently Asked Questions
California Department of Education Publication	Local Control and Accountability Plan and Annual Update (LCAP) Template
California Department of Education Publication	California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013
California Department of Education Publication	California Common Core State Standards: Mathematics, rev. 2013
California Department of Education Publication	California English Language Development Standards, 2012
California Department of Education Publication	California School Dashboard
California Department of Education Publication	Family Engagement Framework: A Tool for California School Districts, 2014
CSBA Publication	The California School Dashboard and Small Districts, October 2018
CSBA Publication	Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016
CSBA Publication	LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California School Dashboard - https://simbli.eboardsolutions.com/SU/nByAQc3f1HBdKN6yplusFYMtg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==

Cross References	**Description**
0000	Vision - https://simbli.eboardsolutions.com/SU/u5qD89SrQMplus85pcm4Ju8ww==
0400	Comprehensive Plans - https://simbli.eboardsolutions.com/SU/veO4Rr85XIDZTxIpfL2ugw==
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/pQFMLE2xTmKnIHxqp09IZg==

0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/8GGUCwMWIfx8fLz6Ngpn3w==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/N2NPHhZkoR4HzmLplusslshGJIqg==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/xHeL5G0lW17kzaIFS7slshdzA==
0420.41	Charter School Oversight - https://simbli.eboardsolutions.com/SU/RmslshNP0anUxB0QvouFOCAplusg==
0420.41-E PDF(1)	Charter School Oversight - https://simbli.eboardsolutions.com/SU/LysOPM557YPs92qbRXq8pg==
0420.41-E(1)	Charter School Oversight - https://simbli.eboardsolutions.com/SU/wE2aIIgJHYShAzoZJis37g==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/76Pc2jITzGKe840o2nGKVg==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/O3NplusXslshFxM3Z7PVLEnBKeyQ==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/axwazcjjKskSaxTplusJVK3HA==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/ctUEAMl5LG7fhlhBosO10A==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
0520.1	Comprehensive and Targeted School Improvement - https://simbli.eboardsolutions.com/SU/QTdCLY19NJsJ2FfNA2M0sg==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYklj0NjM4JzKPxw==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/92wfmcN541FlED53K1C2Uw==
1113-E PDF(1)	District And School Web Sites - https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg==
1113-E(1)	District And School Web Sites - https://simbli.eboardsolutions.com/SU/Uf3YpSEplusOyslqUTeEEQMbw==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPlpmLjio2ptoA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==

1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1312.4	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/UGQ3MTIOD95Pe5BM5khuuw==
1312.4-E PDF(1)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/BOLiBEOnqWtridjdcLu7mw==
1312.4-E PDF(2)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/mc8TAySPJIIM6slshnaHBT34w==
1312.4-E(1)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/bCevdtr1it1VFkmq39Wfmw==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
2121	Superintendent's Contract - https://simbli.eboardsolutions.com/SU/SrcoN8hwjplusCBpsEGTwmpaQ==
2210	Administrative Discretion Regarding Board Policy - https://simbli.eboardsolutions.com/SU/DYgYwNUc3KVMCJCgFYXslshLQ==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3110	Transfer Of Funds - https://simbli.eboardsolutions.com/SU/7e1gYbBPTeclM7Q1Mv48rA==
3231	Impact Aid - https://simbli.eboardsolutions.com/SU/7Ap579LQSLQa4LplussekulFA==
3460	Financial Reports And Accountability - https://simbli.eboardsolutions.com/SU/TxBv420C0XX2RcvhFVuwTQ==
3460	Financial Reports And Accountability - https://simbli.eboardsolutions.com/SU/oxbbplusKiWBOkgDVv4ZA7DqA==
3517	Facilities Inspection - https://simbli.eboardsolutions.com/SU/eL7YUxCKnubQJPnNplusTyAJA==
3517-E(1)	Facilities Inspection - https://simbli.eboardsolutions.com/SU/x6S9ocBBuKNsqUADxQLRCw==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/Qslsh03yMjDLRtnlQ7wtNmjLA==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/GVhplusslshqpvaslshuyZeIGQBjhvQ==
4113	Assignment - https://simbli.eboardsolutions.com/SU/8TGgSGrhlGDT3a1Y0kfN5A==
4113	Assignment - https://simbli.eboardsolutions.com/SU/WslshslsheslshYeJGKmOdpUu98PFTw==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4140	Bargaining Units - https://simbli.eboardsolutions.com/SU/XV03lGrQRXBofMnEo7qoMQ==

4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4240	Bargaining Units - https://simbli.eboardsolutions.com/SU/1qBVTP33q78t6B8k1WbrQg==
4315	Evaluation/Supervision - https://simbli.eboardsolutions.com/SU/UdQGNJ46U3p26PI80PL6cQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4340	Bargaining Units - https://simbli.eboardsolutions.com/SU/YDChwvbD7tvakVp1QNkBqw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/MfyKHSPWgTOMUMcbEnYL4w==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/2cqTtpUvXHvI5iD86bHdmQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/E7zpIa8aAx3HUsedHjAUww==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wIufamEAdcmeCnQqXP7A9Q==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6120	Response To Instruction And Intervention - https://simbli.eboardsolutions.com/SU/dEp4Idh5BcjpnZ6dDslshCGbw==

6142.5	Environmental Education - https://simbli.eboardsolutions.com/SU/oRdaYJ0PZupluswKIRwxLTaCQ==
6142.92	Mathematics Instruction - https://simbli.eboardsolutions.com/SU/2kHeob8oTQU4G54jdJKp4w==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/plusvY1VMisWfdCKrDslshrWh8bQ==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/AmS1igTjx4X628bKgqW8Bw==
6151	Class Size - https://simbli.eboardsolutions.com/SU/FplusvStgc8s1rUk6PQHcJ6RA==
6152.1	Placement In Mathematics Courses - https://simbli.eboardsolutions.com/SU/cVcwWiAK3pCgNhfrC3plusGpA==
6152.1	Placement In Mathematics Courses - https://simbli.eboardsolutions.com/SU/LEKRQIY1ERodUMIga3JmEQ==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/mx70qzqnj48uAUY9I9m7fg==
6161.1	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/rf9plusYmtsgv6hznQC3ipMplusQ==
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials - https://simbli.eboardsolutions.com/SU/EoZiZhrplusD2n6Z25P848uBQ==
6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/W2pplusGXW0VmmslshgPRPDAsAaw==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==
6163.1	Library Media Centers - https://simbli.eboardsolutions.com/SU/lslsh86du039e3kAM9Lgk5plusjg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3IRoOhSBC6o4b3uA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Wa6ZJZ7BgrmYeDmvxY9Pplusg==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/A6SFDmO6DMTrJA5PyslshNNQw==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/JtQDlrkSo9aktbt4cbmG5g==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/9kuifz9ovp2U1ldnNuPhJg==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/KSed8OKaYIQWDXMkS1v1Aw==

6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/uiyfKoElFv7NzUrqNslshftGw==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmIdwAg==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/gPgCpCtjdJruPgmJ7Rcfqw==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/aslshgNHEuTeSsRhcLzTiYZOg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==
6173-E PDF(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==
6173-E PDF(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dllGQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIlg==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/ZdRslshgxDjJyLzuRCDQi7YzA==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/EmVIh5NPbhplusIBFAplusaALJkw==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/CE1yeUeHtTBGZocGRqIslshnQ==
6190	Evaluation Of The Instructional Program - https://simbli.eboardsolutions.com/SU/SsYiNF0LslshseiRm7GRp9z9g==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/Mr1vH6nbOnhmz7Fd4jenxg==
9230	Orientation - https://simbli.eboardsolutions.com/SU/plusjxAYSEslshNFawGZOpf7KxWg==
9310	Board Policies - https://simbli.eboardsolutions.com/SU/yaMTwdI9DALoCYwkKwgn0w==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/I2YokBslshSxZvKHkFPYV8weA==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Jose Iniguez, Ed.D., Asst. Supt.

Cynthia Monreal González,
Exec. Dir. of Educational Services

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 5000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of new and revised Board Policies (BP) and Administrative Regulations (AR):

- (List detailed policies that are being revised, deleted or are new)
    - Board Policy/Administrative Regulation 5131.7 - Weapons and Dangerous Instruments
    - Administrative Regulation 5141.3 - Health Examinations
    - Board Policy/Administrative Regulation 5142 - Safety
    - Administrative Regulation 5142.2 - Safe Routes to School Program
    - Board Policy/Administrative Regulation 5148.2 - Before/After School Programs
    - Board Policy/Administrative Regulation 5148.3 - Preschool/Early Childhood Education

RECOMMENDATION:
Approve the first reading and adoption of revised Board Policies and Administrative Regulations – 5000 series: Board Policy/Administrative Regulation 5131.7 - Weapons and Dangerous Instruments, Administrative Regulation 5141.3 - Health Examinations, Board Policy/Administrative Regulation 5142 - Safety, Administrative Regulation 5142.2 - Safe Routes to School Program, Board Policy/Administrative Regulation 5148.2 - Before/After School Programs and Board Policy/Administrative Regulation 5148.3 - Preschool/Early Childhood Education.

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	

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

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

5000 SERIES

Board Policy 5131.7 - Weapons and Dangerous Instruments

Policy updated to (1) expand the concept of district provided transportation, (2) reflect **NEW LAW (SB 906, 2022)** which requires certificated and classified employees of the district, and other school officials such as Governing 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, to immediately report the threat or perceived threat to law enforcement, (3) move language regarding student suspension and expulsion in order to keep related content together, and (4) add language regarding staff training to align with staff responsibilities to report potential homicidal acts. Regulation also updated to add headings for the Options regarding tear gas or tear gas weapons, and to emphasize that for districts that allow students to bring tear gas of tear gas weapons to school, the student needs to either be accompanied by, or have the written consent, of a parent/guardian.

Administrative Regulation 5131.7 - Weapons and Dangerous Instruments

Regulation updated to expand the list of prohibited weapons and dangerous instruments to include additional items that are listed in law.

Administrative Regulation 5141.3 - Health Examinations

Regulation updated to reflect **NEW LAW (AB 2329)** which authorizes districts to enter into a memorandum of understanding with a nonprofit eye examination provider to provide eye examinations and eyeglasses to students at a school site. Regulation also updated to reflect **NEW LAW (SB 97)** which requires that beginning on or after January 1, 2023, districts make Type 1 diabetes materials developed by CDE available to parents/guardians when student is first enrolled in elementary school or as part of certain notifications. The first note was changed to a Cautionary Note and updated to clarify that the obligation to perform specified mandated activities is relieved any year that the Budget Act does not provide reimbursement.

Board Policy 5142 - Safety

Policy updated to reflect **NEW LAW (P.L. 117-159)** which requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online practices and recommendations to improve school safety, and include that the district regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure and the monitoring and response to suspicious and/or threatening digital media content.

Administrative Regulation 5142 - Safety

Regulation updated to reflect **NEW LAW (SB 906, 2022)** which requires certificated and classified employees of the district, and other school officials such as Governing 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, to immediately report the threat or perceived threat to law enforcement, and add language regarding staff responsibilities and training to align with requirement to report potential homicidal acts. Regulation also updated to add language that anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator, reflect **NEW LAW (AB 2028, 2022**) which authorizes the Board of an elementary, intermediate, junior high, or high school to assist local law enforcement, nonprofit associations or organizations such as the Girls Scouts, Boys Scouts, and parent-teacher associations, and public agencies that provide safety instruction related to using electric, motorized, or nonmotorized bicycles and scooters, to provide such safety instruction to district students, and **NEW LAW (AB 1946, 2022**) which requires the Department of the California Highway Patrol to develop, and post on its web site, by September 1, 2023, statewide safety and training programs based on evidence- based practices for users of electric bicycles, including general riding safety, emergency maneuver skills, rules of the road, and laws pertaining to electric bicycles.

Administrative Regulation 5142.2 - Safe Routes to School Program

Regulation updated to reflect **NEW LAW (AB 2028, 2022)** which authorizes the Governing Board of an elementary, intermediate, junior high, or high school to provide time and facilities to specified agencies that offer bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction, and **NEW LAW (AB 1946, 2022)** which requires the Department of the California Highway Patrol to develop, by September 1, 2023, statewide safety and training programs based on evidence-based practices for the use of electric bicycles, including general riding safety, emergency maneuver skills, rules of the road, and laws pertaining to electric bicycles.

Board Policy 5148.2 - Before/After School Programs

Policy updated to clarify that it applies to expanded learning opportunities beyond the regular school day, including before-school, after-school, summer, vacation, and/or intersessional programs and to reflect **NEW LAWS (AB 181, 2022 and AB 185, 2022)** which updates the Expanded Learning Opportunities (ELO) program requirements for the 2022-23 school year and forward. Detailed information regarding various program collaboration requirements moved to AR.

Administrative Regulation 5148.2 - Before/After School Programs

Regulation updated to include definitions of "offer access" and "provide access" in regard to Expanded Learning Opportunities (ELO) programs. Detailed information regarding program collaboration requirements moved to Regulation from BP. Regulation updated to reflect **NEW LAWS (AB 181, 2022 and AB 185, 2022)** which updates the ELO program requirements for the 2022-23 school year and forward, including requirements for the district to offer access to ELO programs based on the district's prior fiscal year local control funding formula unduplicated pupil percentage. Regulation also updated to clarify that district that receive funds for classroom-based instructional programs that serve grades TK-6 cannot opt out of the ELO program funding, pursuant to California Department of Education's "Expanded Learning Opportunities Program FAQs." Regulation also updated to reflect requirement that ELO programs are required to offer a nutritional snack, meal, or both and to reflect California Department of Education guidance that ELO programs do not have an attendance requirement and to reflect **NEW LAW (SB 1380, 2022)** which renumbered The California Prekindergarten Planning and Implementation Grant Program, Education Code 8251.5 to 8322.

Board Policy 5148.3 - Preschool/Early Childhood Education

Policy updated to reflect **NEW LAWS (AB 210, 2022, AB 185, 2022 and SB 1047, 2022)** to revise and update requirements for California State Preschool Programs (CSPP), including requirements related to dual language learners, children with exceptional needs, and enrollment data collection and reporting. Policy also updated to reflect CSPP-specific **NEW STATE REGULATIONS (Register 2022, No. 26)**.

Administrative Regulation 5148.3 - Preschool/Early Childhood Education

Regulation updated to reflect **NEW LAWS (AB 210, 2022, AB 185, 2022, AB 321, 2022, and SB 1047, 2022)** which revised enrollment criteria, priorities, and requirements for California State Preschool Programs (CSPP). Sections of the regulation affected include "Eligibility and Enrollment Priorities for Part-Day CSPP Programs" and "Eligibility and Enrollment Priorities for Full-Day CSPP Programs," which were reorganized and revised to comply with law. Other updated sections are "Minimum Hours/Days of Operation" and "Staffing." Regulation was also updated to reflect **NEW LAW (AB 2806, 2022)** with new requirements related to expulsion/unenrollment and/or suspension from a CSPP Program based on behavior. Regulation also updated with CSPP-specific **NEW STATE REGULATIONS (Register 2022, No. 26**).

Policy 5131.7: Weapons And Dangerous Instruments **Status:** ADOPTED

Original Adopted Date: 03/01/2008 | **Last Revised Date:** ~~11~~12/01/~~2011~~2022 | **Last Reviewed Date:** ~~11~~12/01/~~2011~~2022

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

Possession of Weapons

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds ~~or buses~~, when using district provided transportation, at school-related or school-sponsored activities away from school, or while going to or coming from school.

CSBA NOTE: Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing 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. While the law is specific to district staff, the concept also applies to students and anyone else in the school community.

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.

If a student is in possession of a prohibited weapon, imitation firearm, or dangerous instrument which creates a threat or perceived threat of a homicidal act, any employee or other school official who is alerted to or observes such threat shall immediately report the threat to law enforcement.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

CSBA NOTE: Pursuant to 20 USC 7961, any district receiving federal funds under the Elementary and Secondary Education Act is mandated to have a policy requiring that any student who brings a firearm to school be referred to the criminal justice or juvenile delinquency system. This mandate reinforces Education Code 48902, which requires the principal or designee to notify law enforcement authorities of violations of Education Code 48900(c) and (d) and Penal Code 245, 626.9, and 626.10. In addition, Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. For more information see AR 5144.1 - Suspension and Expulsion/Due Process.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

CSBA NOTE: Education Code 48915 and 20 USC 7961 require the mandatory expulsion of a student who has possessed a firearm, brandished a knife, or committed any other acts listed in Education Code 48915(c). See AR 5144.1 - Suspension and Expulsion/Due Process for grounds for suspension and expulsion and expulsion procedures.

Unless ~~he/she~~a student has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

~~CSBA NOTE: Pursuant to 20 USC 7961, any district receiving federal funds under the Elementary and Secondary Education Act is mandated to have a policy requiring that any student who brings a firearm to school be referred to the criminal justice or juvenile delinquency system. This mandate reinforces Education Code 48902, which requires the principal or designee to notify law enforcement authorities of violations of Penal Code 245, 626.9, and 626.10 and Education Code 48900(c) and (d). In addition, Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. See AR 5144.1 - Suspension and Expulsion/Due Process for comparable compliance statements.~~

All staff shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

Advance Permission for Possession of a Weapon for Educational Purposes

CSBA NOTE: 20 USC 7961 allows possession of a firearm on school grounds for educational purposes when (1) the firearm is lawfully stored in a locked vehicle ~~and~~or (2) the principal authorizes possession for approved activities and the district has adopted appropriate safeguards to ensure student safety. ~~Federal law is~~Penal Code 626.10, consistent with ~~Penal Code 626.10 which~~20 USC 7961, authorizes students to possess certain weapons with written permission of ~~the principal~~certificated or classified staff when necessary for a school-sponsored activity or class.

The following optional section is for use by districts that wish to allow such possession of firearms and other weapons and should be modified to reflect specific safeguards and timelines adopted by the district.

The parent/guardian of a student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall submit a written request to the principal, at least five school days in advance of the planned possession~~, submit a written request to the principal~~ which explains the planned use of the weapon and the duration~~. The student shall also submit~~, together with a written explanation from the staff person responsible for the school-sponsored activity or class.

The principal may grant permission for such possession when ~~he/she determines that it~~it is determined that possession of a firearm, imitation firearm, or other prohibited weapon on school grounds is necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, ~~he/she shall provide~~ the student and staff person shall be provided with a written explanation regarding any limitations and the permissible duration of the student's possession.

When the principal or designee grants permission, ~~he/she shall take~~ all necessary precautions shall be

including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any permitted weapon ~~allowed~~ shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

~~A~~Any student granted permission to possess a weapon may be suspended and/or expelled if ~~he/she possesses or uses~~ the weapon is possessed or used inappropriately.

Possession of Pepper Spray

CSBA NOTE: Penal Code 22815 allows minors age 16 or older to purchase and possess tear gas or tear gas weapons for purposes of self-defense if they are accompanied by a parent/guardian or have the written consent of ~~their~~a parent/guardian. Option 1 below, is for use by districts that allow students to bring such defensive items to school, and reflects ~~the fact~~ that a student can be disciplined under Education Code 48900 or 48915 if such an item is used for a purpose other than ~~self-defense. Option 2 is for use by districts that prohibit students from bringing such items to school.~~

OPTION 1: Students**OPTION 1:** (Districts that allow students to bring tear gas or tear gas weapons)

When accompanied by a parent/guardian or with the written consent of a parent/guardian, students age 16 or older may legally possess tear gas or tear gas weapons such as pepper spray for the purpose of self- defense. However, such students shall be subject to suspension and/or expulsion if ~~they use~~ such items are used inappropriately or for any purpose other than self-defense.

OPTION 2: (Districts that prohibit students from bringing tear gas or tear gas weapons)

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

Reporting of Dangerous Objects

~~CSBA NOTE: Education Code 49335 requires the California Department of Education (CDE) to develop a system, for use by districts, to shield the identity of and provide protection to students who report the presence of "injurious objects" on school grounds.~~CSBA NOTE: The following section should be modified to reflect district practice. Pursuant to Education Code 49330, an "injurious object" is an object capable of inflicting substantial bodily damage not necessary for the academic purpose of the student and those objects listed in specified sections of the Penal Code; see the accompanying administrative regulation. These weapons include, but are not limited to, firearms, knives, metal knuckles, and explosives.

~~The system developed by the CDE pursuant to Education Code 49335 was a directive for districts to ensure that district policy has been adopted which implements the student reporting protections. The following section should be modified to reflect district practice.~~

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee ~~also~~ shall also inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
Ed. Code 35291	Governing board to prescribe rules for discipline of the schools
Ed. Code 48902	~~Notification~~Mandatory notification of law enforcement authorities
Ed. Code 48915	Required recommendation for expulsions
Ed. Code 48916	Readmission
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49330-49335	Injurious objects
Ed. Code 49390-49395	Homicide threats
Pen. Code 16100-~~17350~~17360	Definitions
Pen. Code 22810-23025	Tear gas weapon (pepper spray)
Pen. Code 245	Assault with deadly weapon
Pen. Code 25200-25225	Firearms; access to children
Pen. Code 30310	Prohibition against ammunition on school grounds
Pen. Code 417.4	Imitation firearm; drawing or exhibiting
Pen. Code 626.10	Dirks, daggers, knives, razor or stun gun; bringing or possessing in school
Pen. Code 626.9	Gun-Free School Zone Act of 1995
~~Pen. Code 653k~~	~~Switchblade knife~~

Federal	Description
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices
20 USC 6301-~~7941~~8961	~~No Child Left Behind Act~~Strengthening and Improvement of Elementary and Secondary Schools
20 USC 7961	Gun-Free Schools Act

Management Resources	Description
~~California Department of Education Communications~~	~~0401.01 Protecting Student Identification in Reporting Injurious Objects~~
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
U.S. Department of Education Publication	Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, ~~January 2004~~2018
Website	CSBA District and County Office of Education Legal Services
Website	National Alliance for Safe Schools
Website	National School Safety Center

Website	U.S. Department of Education, Safe Schools (https://www2.ed.gov/about/offices/list/osers/osep/gtss.html)
Website	U.S. Department of Homeland Security, Fusion Centers (https://www.dhs.gov/fusion-centers)
Website	California Department of Education, Safe Schools
Website	California State Threat Assessment System (https://calstas.org/)
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.7	Firearms On School Grounds
3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5125	Student Records
5125	Student Records
5131	Conduct
5131.41	Use Of Seclusion And Restraint
5136	Gangs
5136	Gangs
5137	Positive School Climate

5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure
6184	Continuation Education
6184	Continuation Education

Policy 5131.7: Weapons And Dangerous Instruments

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

The Board of Education recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

Possession of Weapons

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds or buses, at school-related or school-sponsored activities away from school, or while going to or coming from school.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

Unless he/she has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

The Superintendent or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

Possession of Pepper Spray

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

Reporting of Dangerous Objects

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee also shall inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

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 35291	Governing board to prescribe rules for discipline of the schools
Ed. Code 48902	Mandatory notification of law enforcement authorities
Ed. Code 48915	Required recommendation for expulsions
Ed. Code 48916	Readmission
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49330-49335	Injurious objects
Ed. Code 49390-49395	Homicide threats
Pen. Code 16100-17360	Definitions
Pen. Code 22810-23025	Tear gas weapon (pepper spray)

Pen. Code 245	Assault with deadly weapon
Pen. Code 25200-25225	Firearms; access to children
Pen. Code 30310	Prohibition against ammunition on school grounds
Pen. Code 417.4	Imitation firearm; drawing or exhibiting
Pen. Code 626.10	Dirks, daggers, knives, razor or stun gun; bringing or possessing in school
Pen. Code 626.9	Gun-Free School Zone Act of 1995

Federal References	**Description**
20 USC 6301-8961	No Child Left Behind Act
20 USC 7961	Gun-Free Schools Act
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References	**Description**
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
U.S. Department of Education Publication	Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, 2018
Website	U.S. Department of Homeland Security, Fusion Centers - https://simbli.eboardsolutions.com/SU/PSVyV1hfKjpmRQXd5vTBKQ==
Website	California State Threat Assessment System - https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKHzwyPRczQ==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/oAzvmbk5SPEBHf0sq3oRlg==
Website	National Alliance for Safe Schools - https://simbli.eboardsolutions.com/SU/YuVAplus12H5XGedPD6XmgZCg==
Website	National School Safety Center - https://simbli.eboardsolutions.com/SU/DT4ecTE5xOmkiuXpIMccKw==
Website	U.S. Department of Education, Office of Safe and Drug Free Schools - https://simbli.eboardsolutions.com/SU/h6hoZ1OXMoTE5QOSMplusZuRg==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
1313	Civility - https://simbli.eboardsolutions.com/SU/zyWFSn3O6zu02qCKCRzplusCw==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7IKtHA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==

3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
3515.7	Firearms On School Grounds - https://simbli.eboardsolutions.com/SU/DXNlpT9yDOcakygQyXu7Ig==
3516.2	Bomb Threats - https://simbli.eboardsolutions.com/SU/3wslshdUoktzDlfUwxZXBmR1g==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/JKzHWiwEhHQgdeLTYQO05A==
4158	Employee Security - https://simbli.eboardsolutions.com/SU/4aJ0QgdgWdUu5uTzMfuRzg==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/f5NlpIlopgzpo5aQiLFVpA==
4258	Employee Security - https://simbli.eboardsolutions.com/SU/pWrmVpMKVNihYFSSTCyEplusQ==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/5EMpVOjqGlO5cNybjGeEdg==
4358	Employee Security - https://simbli.eboardsolutions.com/SU/3MVnD2slshwKgkmSRBY8jbN5w==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/3q2jiVsGBAXslsh9WmsN3Ri2A==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/x64w7bNWubnjpluscMr9yvhlA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.41	Use Of Seclusion And Restraint - https://simbli.eboardsolutions.com/SU/Yd7fZvCUiFb4csPn1KnslshuA==
5136	Gangs - https://simbli.eboardsolutions.com/SU/jrTieP0XDZWVHYITSQslshF5A==
5136	Gangs - https://simbli.eboardsolutions.com/SU/mmP0dNQsPkcAnZmgFeCjrg==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/oQ5qkpluswaNVsZFi4HHMlfwg==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/VjM4FfQvrAXs7V14zIU8TQ==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==

5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/RIEajRrHVHaPY49S8F93Cg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/kWsBhUGnqmZEopRm1e7oVA==

Regulation 5141.3: Health Examinations

Status: ADOPTED

Original Adopted Date: 06/01/1996 | **Last Revised Date:** 12/01/~~2014~~2022 | **Last Reviewed Date:** 12/01/~~2014~~2022

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities, including scoliosis screening, when the Budget Act does not provide reimbursement during that fiscal year. As a result, districts should determine whether the Budget Act for the current fiscal year allows for the suspension of these requirements, and if so, suspend certain provisions of the following administrative regulation related to scoliosis screening. For more information, the district should consult CSBA's District and County Offices of Education Legal Services or district legal counsel.

~~CSBA NOTE: Cautionary Notice: Government 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2018 (SB 840, Ch. 29, Statutes of 2018) extends the suspension of these requirements through the 2018-19 fiscal year. As a result, certain provisions of the following administrative regulation related to scoliosis screening may be suspended.~~

CSBA NOTE: 20 USC 1232h, the Protection of Pupil Rights Amendment, mandates that any district receiving funds from a program administered by the U.S. Department of Education adopt a policy regarding physical examinations and screenings that the district may administer; see BP/AR 5022 - Student and Family Privacy Rights for language implementing this mandate. 20 USC 1232h also requires districts to notify parents/guardians, at the beginning of the school year, of the dates during the school year when physical exams or screenings are scheduled and of the process to opt their children out of participation.

The principal at each school shall notify parents/guardians of the rights of students and parents/guardians related to health examinations. (Education Code 48980; 20 USC 1232h)

A parent/guardian may annually file with the principal a written statement withholding consent to the child's physical examination ~~of his/her child~~. Any such student shall be exempt from any physical examination but shall be subject to exclusion from attendance when contagious or infectious disease is reasonably suspected. (Education Code 49451; 20 USC 1232h)

Vision Tests

CSBA NOTE: The following section is for use by districts that maintain any of grades K-8.

Education Code 49455 requires vision appraisals every three years through grade 8. ~~SB 1172 (Ch. 925, Statutes of 2014) amended Education Code 49455 to specify the grade levels at which such vision tests must be conducted.~~

Each student's vision shall be appraised, by the school nurse or other personnel authorized under Education Code 49452, during the kindergarten year or upon first enrollment or entry in a district elementary school and subsequently in grades 2, 5, and 8. However, a student who is tested upon first enrollment or entry in the district in grade 4 or 7 shall not be required to be appraised in the next immediate year. (Education Code 49455)

CSBA NOTE: ~~SB 1172 (Ch. 925, Statutes of 2014) amended~~ Education Code 49455 ~~to require that vision appraisals include near-vision screening.~~

~~Education Code 49455 also~~ requires male students to be tested for color vision in grade 1 or later. It may be most efficient to conduct the color vision screening during the regularly scheduled testing in grade 2, 5, or 8.

The vision appraisal shall include tests for visual acuity, including near vision. Male students shall also be tested once for color vision in grade 1 or later and the results of the appraisal shall be entered in the student's health record. (Education Code 49455)

Appraisal of a student's vision may be waived under either of the following conditions: (Education Code 49455)

1. The student's parent/guardian requests a waiver and presents a certificate from a physician/surgeon, physician assistant, or optometrist showing the results of an examination of the student's vision, including visual acuity and, in male students, color vision.

2. The student's parents/guardians file with the principal a written statement that they adhere to the faith or teachings of any well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles depend for healing upon prayer in the practice of their religion.

Visual defects or any other defects found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The report of a visual defect, if made in writing, shall be made on a form prescribed by the Superintendent of Public Instruction. The report shall not include a referral to any private practitioner. However, the student may be referred to a public clinic or diagnostic and treatment center operated by a public hospital or by the state, county, or city department of public health. (Education Code 49456)

In addition to the vision appraisals described above, the school nurse and/or classroom teacher shall continually and regularly observe students' eyes, appearance, behavior, visual performance, and perception that may indicate vision difficulties. (Education Code 49455)

Eye Examinations for the Purpose of Eyeglasses

CSBA NOTE: Education Code 49455.5, as added by AB 2329 (Ch. 911, Statutes of 2022), authorizes districts to enter into a memorandum of understanding with a nonprofit eye examination provider to provide eye examinations and eyeglasses to students at district schools. Such examinations may only be provided for the purpose of providing eyeglasses and not take the place of the general vision appraisals described above. Schools that allow these examinations on their school site must notify parents/guardians of the eye examinations and provide a form to opt out of the examination. Pursuant to Education Code 49455.5, as added by AB 2329, the California Department of Education (CDE) is required ~~to, by March 1, 2023, develop and post on its web site a model opt out form for such purpose.~~

In addition to the vision appraisals described above, the district may enter into a memorandum of understanding with a nonprofit eye examination provider, including a mobile provider, to provide noninvasive eye examinations at a district school exclusively for the purpose of providing eyeglasses. (Education Code 49455.5)

Prior to any eye examination, the school shall notify parents/guardians of the upcoming eye examination and include a form that allows them to opt their child out of the examination. Parents/guardians who have submitted a general opt-out written statement in accordance with Education Code 49451 are deemed to have opted out. (Education Code 49455.5)

Parents/guardians whose child receives an eye examination shall be provided a report by the provider in accordance with Education Code 49456. (Education Code 49455.5)

Hearing Tests

CSBA NOTE: Procedures for conducting school hearing tests are contained in 17 CCR 2951 and the California Department of Health Care Services (DHCS) Manual for the School Audiometrist.

The Superintendent or designee shall provide for the administration of hearing tests to district students by personnel authorized to conduct such testing pursuant to Education Code 49452 and 49454 and in accordance with the procedures specified in 17 CCR 2951.

CSBA NOTE: Items #1-5 below may be revised to reflect district practice and the grade levels offered by the district.

Pursuant to 17 CCR 2951, the district may annually request that DHCS waive the requirement for the hearing screening test for grade 10 and/or 11. The waiver request must include the dates of the school year for which the waiver is requested and an alternative testing plan that ensures each student at risk of hearing loss (i.e., students who are exposed to loud noises, including loud music; ~~are referred for testing by a parent/guardian or teacher;~~ have a previously documented problem; have not had a hearing test for three years; or are enrolled for the first time in the district~~).~~) is referred for testing by a parent/guardian or teacher.

Each student shall be given a hearing screening test at the following times: (17 CCR 2951)

1. Kindergarten or grade 1
2. Grade 2
3. Grade 5
4. Grade 8
5. Grade 10 or 11
6. Upon first entry into the California public school system

Each student enrolled in a special education program, other than those enrolled because of a hearing problem, shall be given a hearing test when enrolled in the program and every third year thereafter. Hearing tests may be given more frequently as needed, based on the individualized education program team's evaluation of the student. (17 CCR 2951)

A follow-up hearing threshold test shall be administered to any student who fails to respond to any of the required frequencies in the screening test or is otherwise determined to need further evaluation. (17 CCR 2951)

The Superintendent or designee shall provide written notification of test results to the parents/guardians of any student who fails the hearing tests. When the test results fall within the levels specified in 17 CCR 2951 or there is evidence of pathology, such as an infection of the outer ear, chronic drainage, or a chronic earache, the notification shall include a recommendation that a further medical and audiological evaluation be obtained. (17 CCR 2951)

The dates and results of all screening tests and copies of threshold tests shall be included in the student's health records. (17 CCR 2951)

The principal or designee shall prepare an annual report of the school hearing testing program, using forms provided by the Department of Health Services, with copies to the Superintendent and the County Superintendent of Schools. (17 CCR 2951)

Scoliosis Screening

CSBA NOTE: The following optional section is for use by districts that maintain grades 7-8.

Each female student in grade 7 and each male student in grade 8 shall be screened for scoliosis. (Education Code 49452.5)

The parent/guardian of any student suspected of having scoliosis shall receive a notice which includes an explanation of scoliosis and describes the significance of treatment at an early age. This notice shall also describe the public services available for treatment and include a referral to appropriate community resources. (Education Code 49452.5)

Type 1 Diabetes Information

CSBA NOTE: The following section is for use by districts that serve elementary school students.

Education Code 49452.6, as added by SB 97 (Ch. 674, Statutes of 2021), requires districts, beginning January 1, 2023, to make type 1 diabetes informational materials developed by CDE available to parents/guardians, as described below. Pursuant to Education Code 49452.6, as added by SB 97, CDE is required to develop and post the informational materials on its web site, for use by districts.

The Superintendent or designee shall provide parents/guardians of children enrolled in elementary school for the first time, or with the annual notifications pursuant to Education Code 48980, an information sheet developed by the California Department of Education (CDE) regarding type 1 diabetes as specified in Education Code 49452.6.

Type 2 Diabetes Information

CSBA NOTE: The following optional section is for use by districts that offer grade 7 but may be used by districts that wish to increase diabetes awareness among parents/guardians and students at other grade levels. Pursuant to Education Code 49452.7, ~~the California Department of Education~~CDE has developed an information sheet for use by districts and has posted the sheet on its web site.

Because type 2 diabetes in children is a preventable and treatable disease, parents/guardians are encouraged to have their child screened by an authorized health care practitioner for risk factors of the disease, including excess weight, and to request tests of their ~~child's~~child's blood glucose to determine if ~~he/she~~the child has type 2 diabetes or pre-diabetes.

The Superintendent or designee shall provide parents/guardians of incoming students in grade 7, or with the annual notifications pursuant to Education Code 48980, an information sheet developed by ~~the~~ CDE regarding type 2 diabetes, which includes: (Education Code 49452.7)

1. A description of the disease and its risk factors and warning signs

2. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes be screened for the disease

3. A description of the different types of diabetes screening tests available

4. A description of treatments and prevention methods

~~The information sheet may be provided with the annual parental notifications required pursuant to Education Code 48980. (Education Code 49452.7)~~

CSBA NOTE: The following optional paragraph reflects legislative intent expressed in Education Code 49452.7.

The Superintendent or designee may provide information to parents/guardians regarding public or private sources from which they may receive diabetes screening and education services for free or at reduced costs.

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
17 CCR 2950-2951	Hearing tests
5 CCR 3027	Hearing and vision screening for special education
5 CCR 3028	Audiological screening
5 CCR 590-596	Vision screening
Ed. Code 44871-44879	Employment qualifications
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49400-49414.5	Student health; general powers of school boards
Ed. Code 49422	Supervision of health and physical development
Ed. Code 49450-49458	Physical examinations (of students)
Ed. Code 49460-49466	Development of standardized health assessments
Gov. Code 17581.5	Specific costs mandated by the state
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 121475-121520	Tuberculosis tests for students
H&S Code 124025-124110	Child Health and Disability Prevention Program
H&S Code 1685-1686	Audiometrists

Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights

Management Resources	Description
CA Department of Health Care Services Publication	Manual for the School Audiometrist
California Department of Education Publication	Standards for Scoliosis Screening in California Public Schools, 2007
California Department of Education Publication	A Guide for Vision Testing in California Public Schools, 2005
CSBA Publication	Expanding Access to School Health Services: Policy Considerations for Governing Boards, November 2008
CSBA Publication	Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, November 2008

U.S. Department of Education Publication	Joint Guidance on the Application of FERPA and HIPAA to Student Health Records, November 2008
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Type 2 Diabetes Information
Website	California Department of Education, Health Services and School Nursing
Website	California Department of Health Care Services
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
4231	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5111	Admission
5111	Admission
5112.2	Exclusions From Attendance
5125	Student Records
5125	Student Records
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.33	Head Lice
5141.6	School Health Services
5141.6	School Health Services
5143	Insurance

5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6164.5	Student Success Teams
6164.5	Student Success Teams
6170.1	Transitional Kindergarten

Regulation 5141.3: Health Examinations

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2018 (SB 840, Ch. 29, Statutes of 2018) extends the suspension of these requirements through the 2018-19 fiscal year. As a result, certain provisions of the following administrative regulation related to the removal of chemicals may be suspended.

The principal at each school shall notify parents/guardians of the rights of students and parents/guardians related to health examinations. (Education Code 48980; 20 USC 1232h)

A parent/guardian may annually file with the principal a written statement withholding consent to the physical examination of his/her child. Any such student shall be exempt from any physical examination but shall be subject to exclusion from attendance when contagious or infectious disease is reasonably suspected. (Education Code 49451; 20 USC 1232h)

Vision Tests

Each student's vision shall be appraised, by the school nurse or other personnel authorized under Education Code 49452, during the kindergarten year or upon first enrollment or entry in a district elementary school and subsequently in grades 2, 5, and 8. However, a student who is tested upon first enrollment or entry in the district in grade 4 or 7 shall not be required to be appraised in the next immediate year. (Education Code 49455)

The vision appraisal shall include tests for visual acuity, including near vision. Male students shall also be tested once for color vision in grade 1 or later and the results of the appraisal shall be entered in the student's health record. (Education Code 49455)

Appraisal of a student's vision may be waived under either of the following conditions: (Education Code 49455)

1. The student's parent/guardian requests a waiver and presents a certificate from a physician/surgeon, physician assistant, or optometrist showing the results of an examination of the student's vision, including visual acuity and, in male students, color vision.

2. The student's parents/guardians file with the principal a written statement that they adhere to the faith or teachings of any well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles depend for healing upon prayer in the practice of their religion.

Visual defects or any other defects found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The report of a visual defect, if made in writing, shall be made on a form prescribed by the Superintendent of Public Instruction. The report shall not include a referral to any private practitioner. However, the student may be referred to a public clinic or diagnostic and treatment center operated by a public hospital or by the state, county, or city department of public health. (Education Code 49456)

In addition to the vision appraisals described above, the school nurse and/or classroom teacher shall continually and regularly observe students' eyes, appearance, behavior, visual performance, and perception that may indicate vision difficulties. (Education Code 49455)

Hearing Tests

The Superintendent or designee shall provide for the administration of hearing tests to district students by personnel authorized to conduct such testing pursuant to Education Code 49452 and 49454 and in accordance with the procedures specified in 17 CCR 2951.

Each student shall be given a hearing screening test at the following times: (17 CCR 2951)

1. Kindergarten

2. Grade 2

3. Grade 5

4. Grade 8

5. Upon first entry into the California public school system

Each student enrolled in a special education program, other than those enrolled because of a hearing problem, shall be given a hearing test when enrolled in the program and every third year thereafter. Hearing tests may be given more frequently as needed, based on the individualized education program team's evaluation of the student. (17 CCR 2951)

A follow-up hearing threshold test shall be administered to any student who fails to respond to any of the required frequencies in the screening test or is otherwise determined to need further evaluation. (17 CCR 2951)

The Superintendent or designee shall provide written notification of test results to the parents/guardians of any student who fails the hearing tests. When the test results fall within the levels specified in 17 CCR 2951 or there is evidence of pathology, such as an infection of the outer ear, chronic drainage, or a chronic earache, the notification shall include a recommendation that a further medical and audiological evaluation be obtained. (17 CCR 2951)

The dates and results of all screening tests and copies of threshold tests shall be included in the student's health records. (17 CCR 2951)

The Superintendent or designee shall prepare an annual report of the school hearing testing program, using forms provided by the Department of Health Services, with copies to the Superintendent and the County Superintendent of Schools. (17 CCR 2951)

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 2950-2951	Hearing tests - https://simbli.eboardsolutions.com/SU/MedMEQ0Cedro066RKeINDw==
5 CCR 3027	Hearing and vision screening for special education
5 CCR 3028	Audiological screening
5 CCR 590-596	Vision screening
Ed. Code 44871-44879	Employment qualifications
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49400-49414.5	Student health; general powers of school boards
Ed. Code 49422	Supervision of health and physical development
Ed. Code 49450-49458	Physical examinations of students
Ed. Code 49460-49466	Development of standardized health assessments
Gov. Code 17581.5	Specific costs mandated by the state
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 121475-121520	Tuberculosis tests for students
H&S Code 124025-124110	Child Health and Disability Prevention Program
H&S Code 1685-1686	Audiometrists

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights

Management Resources References	Description

CA Department of Health Care Services Publication	Manual for the School Audiometrist
California Department of Education Publication	Standards for Scoliosis Screening in California Public Schools, 2007
California Department of Education Publication	A Guide for Vision Testing in California Public Schools, 2005
CSBA Publication	Expanding Access to School Health Services: Policy Considerations for Governing Boards, November 2008
CSBA Publication	Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, November 2008
U.S. Department of Education Publication	Joint Guidance on the Application of FERPA and HIPAA to Student Health Records, November 2008
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education, Type 2 Diabetes Information - https://simbli.eboardsolutions.com/SU/r24C8UidCAzBp4Y9plusK0Fag==
Website	California Department of Education, Health Services and School Nursing - https://simbli.eboardsolutions.com/SU/8gslshmouplus2E8Rmx2avRDQPxw==
Website	California Department of Health Care Services - https://simbli.eboardsolutions.com/SU/slshcbdN8s1slshplus8ePOCd4fpQ7Q==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQIHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/E8TLBAkmlZNslsh64KyfXgj4A==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/X6d0PiFilH2zk2K5JdazDg==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5111	Admission - https://simbli.eboardsolutions.com/SU/GUaeicU7jgrM5znpNYGjqQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/xQb0iX5ZndNOtMmjybpA0A==
5112.2	Exclusions From Attendance - https://simbli.eboardsolutions.com/SU/hNRpajXSn3ecKXjHEVvwdg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==

5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/2I6VGcQ4GcfNVkCB4PkdWQ==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/jgOyR5ZG6oxquyYQgJUHxw==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/1KEcWg3tdaMSHap3A6rQIA==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/nXFGAIcdg5TseX0vSC3nyw==
5141.33	Head Lice - https://simbli.eboardsolutions.com/SU/29nCN0ZGtURZV4srr3dYCA==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5143	Insurance - https://simbli.eboardsolutions.com/SU/pESmAhlrKvCt9TDDzpASWA==
5143	Insurance - https://simbli.eboardsolutions.com/SU/vvDhX4MjDrJ0DrsR0yaAxw==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/VWiUZgh4RGGeEslshVkslsh8VR1g==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/Cvhn2qSYRlRLP3bxx2fsjQ==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWIe0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/JtQDlrkSo9aktbt4cbmG5g==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/9kuifz9ovp2U1ldnNuPhJg==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/captf1Q8oxwc3XTrVxLVag==

Policy 5142: Safety **Status:** ADOPTED

Original Adopted Date: 11/01/2002 | **Last Revised Date:** ~~10~~12/01/~~2019~~2022

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

Under the California Tort Claims Act (Government Code 810-996.6), a district may be held liable for personal injuries caused by dangerous conditions on school property and for its employees' failure to use reasonable care to prevent foreseeable injuries resulting from school activities. The court in *Dailey v. Los Angeles Unified School District* held that, within the scope of their employment, school staff must exercise the degree of care "which a person of ordinary prudence, charged with (comparable) duties, would exercise under the same circumstances." In *J.H. v. Los Angeles Unified School District*, the court held that the district had a duty to use ordinary care in supervising the after-school program.

With regard to athletic activities, the court in *Kahn v. East Side Union High School District* held that schools have no legal duty to eliminate risks inherent in the activity itself because students are deemed to assume those risks by participating in the activity. However, schools do have a duty to exercise due care not to increase the risks over and above those inherent in the sport.

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

CSBA NOTE: 6 USC 665k, as added by the Luke and Alex School Safety Act of 2022 (P.L. 117-159), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online evidence-based practices and recommendations to improve school safety.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

School staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, school-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district provided transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

Crossing Guards/Student Safety Patrol

CSBA NOTE: The following section is optional. School crossing guards may be employed by the Governing Board pursuant to Education Code 45450-45451 and by cities and counties pursuant to Vehicle Code 42200 and 42201. Education Code 49300 authorizes the Board to establish a student safety patrol at any district school for the purpose of assisting students in safely crossing streets. See the accompanying administrative regulation for requirements pertaining to safety patrols.

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

Student Identification Cards and Safety Information

CSBA NOTE: The following section is for use by districts that serve students in grades 7-12.

Education Code 215.5 requires districts that issue student identification cards to have printed on either side of the card the telephone number of the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233), and allows to have printed on the card the Crisis Text Line (texting HOME to 741741) and/or a local suicide prevention hotline telephone number.

~~Effective October 1, 2020, Education Code 215.5, as amended by SB 316 (Ch. 270, Statutes of 2019), requires districts to have the telephone number of the National Domestic Violence Hotline (1-800-799-7233) on either side of student identification cards.~~

If, as of January 1, 2020, the district has a supply of unissued student identification cards that do not comply with the above requirements, the cards may be issued until the supply is depleted.

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5~~, 217~~)

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number

2. The National Domestic Violence Hotline

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
5 CCR 14030	Preliminary procedure,~~;~~ planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of ~~pupils~~students
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 215.5	Student identification cards; safety information

Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE ~~school safety~~School Safety and ~~security resources unit~~Security Resource Unit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 38134	Use of school property
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property
Ed. Code 44808.5	Permission for high school students to leave school grounds; notice ~~(high school)~~
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 49390-49395	Homicide threats
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Ed. Code 8482-8484.~~6~~65	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of playground equipment usable by persons with disabilities
Streets and Highways Code 894	Statewide safety and training programs; electric bicycles
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets

Veh. Code 42201	Fines and forfeitures; disposition by counties
Vehicle Code 21201	Rules for operation of bicycle on roadway

Federal	**Description**
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources	**Description**
American Society for Testing and Materials Publication	~~F~~ASTM F1 1487-~~05~~21, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use~~, 2017~~
California Department of Education Publication	Science Safety Handbook for California Public Schools, 2014
Court Decision	Knight v. Jewett, (1992) 3 Cal.4th 296~~, 313~~
Court Decision	Lane v. City of Sacramento, (2010) 183 Cal. App. 4th. 1337
Court Decision	J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123
Court Decision	Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990
Court Decision	Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741
Court Decision	Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Court Decision	Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138
U.S. Consumer Product Safety Comm Publication	Public Playground Safety Handbook, 2010
Website	CSBA District and County Office of Education Legal Services
Website	National Recreation and Park Association, Certified Playground Safety Inspector Certification
Website	U.S. Department of Education, Safe Schools
Website	American Society for Testing and Materials
Website	U.S. Consumer Product Safety Commission
Website	U.S. Department of Homeland Security, Fusion Centers (https://www.dhs.gov/fusion-centers)
Website	U.S. Environmental Protection Agency
Website	California Department of Education, Safe Schools
Website	California Department of Public Health
Website	California State Threat Assessment System (https://calstas.org/)
Website	Centers for Disease Control and Prevention
Website	CSBA

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3260	Fees And Charges
3260	Fees And Charges
3452	Student Activity Funds
3512	Equipment
3512-E(1)	Equipment
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
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
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
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
5020	Parent Rights And Responsibilities

5020	Parent Rights And Responsibilities
5021	Noncustodial Parents
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5142.1	Identification And Reporting Of Missing Children
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.11	Questioning And Apprehension By Law Enforcement
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education

6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6163.2	Animals At School
6163.2	Animals At School
7110	Facilities Master Plan

Regulation 5142: Safety **Status:** ADOPTED

Original Adopted Date: 07/01/2006 | **Last Revised Date:** ~~03~~12/01/2022

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice.

At each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

Release of Students

CSBA NOTE: The following optional section may be revised to reflect district practice. For release of students during an emergency, see AR 3516 - Emergencies and Disaster Preparedness Plan.

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian

2. An adult authorized on the student's emergency card as an individual to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity

3. An authorized law enforcement officer acting in accordance with law

4. An adult taking the student to emergency medical care at the request of the principal or designee

Supervision of Students

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

Pursuant to 5 CCR 5570, teachers are required to be present at their rooms and admit students not less than 30 minutes before school starts unless otherwise provided by rule of the Governing Board. The district's collective bargaining agreement may include supervision of students. The following paragraph may be revised to maintain consistency with the district's collective bargaining agreement and/or district practice.

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any unusual incidents to the

principal or designee

Policy 5142: Safety

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 01/23/2020 **| Last Reviewed Date:** 01/23/2020

The Board of Education recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

School staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, school-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

Crossing Guards/Student Safety Patrol

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

Student Identification Cards and Safety Information

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5, 217)

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number

2. The National Domestic Violence Hotline

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 14030	Preliminary procedure, planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of students
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 215.5	Student identification cards; safety information
Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit

Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE School Safety and Security Resource Unit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 38134	Use of school property
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property
Ed. Code 44808.5	Permission for high school students to leave school grounds; notice
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 49390-49395	Homicide threats
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Ed. Code 8482-8484.65	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of playground equipment usable by persons with disabilities
Streets and Highways Code 894	Statewide safety and training programs; electric bicycles
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets
Veh. Code 42200	Fines and forfeitures; disposition by cities
Veh. Code 42201	Fines and forfeitures; disposition by counties
Vehicle Code 21201	Rules for operation of bicycle on roadway

Federal References	**Description**
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References	**Description**
American Society for Testing and Materials Pub.	ASTM F1 1487-21, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
California Department of Education Publication	Science Safety Handbook for California Public Schools, 2014
Court Decision	J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123
Court Decision	Knight v. Jewett, (1992) 3 Cal.4th 296
Court Decision	Lane v. City of Sacramento, (2010) 183 Cal. App. 4th. 1337
Court Decision	Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990
Court Decision	Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741

Court Decision	Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Court Decision	Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138
U.S. Consumer Product Safety Comm Publication	Public Playground Safety Handbook, 2010
Website	U.S. Department of Homeland Security, Fusion Centers - https://simbli.eboardsolutions.com/SU/PSVyV1hfKjpmRQXd5vTBKQ==
Website	California State Threat Assessment System - https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKHzwyPRczQ==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	National Recreation and Park Association, Certified Playground Safety Inspector Certification - https://simbli.eboardsolutions.com/SU/xZnJeCmh0MEthIpXHxbREA==
Website	U.S. Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/oAzvmbk5SPEBHf0sq3oRlg==
Website	American Society for Testing and Materials - https://simbli.eboardsolutions.com/SU/hpTqvZ9cHnGINplusGUI2CVTw==
Website	U.S. Consumer Product Safety Commission - https://simbli.eboardsolutions.com/SU/WXVAihwOFQvUcTKQXgpKBw==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	U.S. Environmental Protection Agency - https://simbli.eboardsolutions.com/SU/xtGqeFQEClplus0Wk8xfkTVsw==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Department of Public Health - https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==
Website	Centers for Disease Control and Prevention - https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA==

Cross References	**Description**
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/KqtAfhnyYmNOMmUFSbWaJg==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/lUhL9TtJxlH7YZdpa5UJHg==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3452	Student Activity Funds - https://simbli.eboardsolutions.com/SU/ZwslshsZbrB8d0hcJAHSgxdpg==
3512	Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==

3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/n7CuOUfbHIaAcCzD0HsiyA==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/Xq6QvK96MQpL0Sn9lr2G6Q==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/RtceBEi0vGaXMj3nJZplusAgQ==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7IKtHA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515.21	Unmanned Aircraft Systems (Drones) - https://simbli.eboardsolutions.com/SU/1Yq1ZA0uugBrEhT1ZWRxWg==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/0KkyiKHKB37aBu7j8RCXzw==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/HrrQHaa9VD9ZyjOc3E0UdQ==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshI1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
3516.5	Emergency Schedules - https://simbli.eboardsolutions.com/SU/UmuHbeNZkcsFSh62pYJSOQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
4119.42	Exposure Control Plan For Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/x2x6lt5kPkrQzZxIaOdgPg==
4119.42	Exposure Control Plan For Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/eUEVKUPwV5w0cJeHMpnmTA==
4119.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/g6MVN0Lslsh2QDrDFwZbqB1VQ==
4219.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/hbPvTep8aCVL9d7mfIpAuA==
4219.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/EGPg10FK2x4JCAOHg49XAg==
4219.42-E PDF(1)	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/rRoBRpEGpEKoiVo0OmFslshcg==
4319.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/fJfUtyhhaI28f3VVGeBlBg==
4319.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/kslshfZLL5Xs87WueODrnKzHQ==
4319.42-E PDF(1)	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/fDhFjjkTUNfmLEmorPkiTg==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQIHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5021	Noncustodial Parents - https://simbli.eboardsolutions.com/SU/l3mGA9d8PpKQKslshQJsU5dig==

5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/RhqSkuxwL6lQotXDPG6RmA==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/nChokZQYcuKCdYOPslshaplusD1Q==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/zvGNUsTplusJZ9ldu4nMrJMVg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/eYRNPN71dua4LIcF91qU5w==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/q3DyJG1cykCEbvwrC4GFrw==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/2SKcqtAzQIvlXs6uFEYUKQ==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/oQ5qkpluswaNVsZFi4HHMlfwg==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/VjM4FfQvrAXs7V14zIU8TQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/QplusOL6joc2O14TslshRuGXoemA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/lcKgoSUplusCplusNw4UpTQRdl0A==
5142.1	Identification And Reporting Of Missing Children - https://simbli.eboardsolutions.com/SU/aMTsnJvszXTBPdpslshiuY5IA==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/vl7cy4RIBaDtplusP12GldslshAQ==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/R12wC06kXhdqBAlhjsg9Ag==
5143	Insurance - https://simbli.eboardsolutions.com/SU/pESmAhIrKvCt9TDDzpASWA==
5143	Insurance - https://simbli.eboardsolutions.com/SU/vvDhX4MjDrJ0DrsR0yaAxw==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVliBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5145.11	Questioning And Apprehension By Law Enforcement - https://simbli.eboardsolutions.com/SU/XplusZplus5ZnXfeJGAEHovnlgyQ==

5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/R3FcYAwKSkHz7pO9Y0rQlQ==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/HrCj1lQplusf445eslsh3plus9b8PXg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSlWle0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/UbKCQZmet0V8Ya9gXCOw9A==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/JicadXYu8G69TDnua3slshVug==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/Mr1vH6nbOnhmz7Fd4jenxg==

Regulation 5142: Safety **Status:** ADOPTED

Original Adopted Date: 07/01/2006 | **Last Revised Date:** ~~03~~12/01/2022

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice.

At each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

Release of Students

CSBA NOTE: The following optional section may be revised to reflect district practice. For release of students during an emergency, see AR 3516 - Emergencies and Disaster Preparedness Plan.

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian

2. An adult authorized on the student's emergency card as an individual to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity

3. An authorized law enforcement officer acting in accordance with law

4. An adult taking the student to emergency medical care at the request of the principal or designee

Supervision of Students

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

Pursuant to 5 CCR 5570, teachers are required to be present at their rooms and admit students not less than 30 minutes before school starts unless otherwise provided by rule of the Governing Board. The district's collective bargaining agreement may include supervision of students. The following paragraph may be revised to maintain consistency with the district's collective bargaining agreement and/or district practice.

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any unusual incidents to the

principal or designee

and file a written report as appropriate.

CSBA NOTE: Education Code 49393, as added by SB 906 (Ch. 144, Statutes of 2022), requires the reporting of potential homicidal acts related to school or a school activity, as described below.

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.

Any certificated or classified employee, or other school official, 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 of high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 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.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones and require all playground supervisors to remain at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone

2. Consider the size of the playground area, the number of areas that are obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. ~~Such~~Additionally, all staff and other school officials shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats. The training shall be documented and kept on file.

Student Safety Patrols

CSBA NOTE: The following section is optional.

A school safety patrol shall be composed of students of the school selected by the principal or designee and shall be allowed to serve only with written consent of the students and their parents/guardians. Patrol members shall be at least 10 years old and ~~at least~~ in the fifth grade. (Education Code 49302; 5 CCR 571)

operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

Playground Safety

CSBA NOTE: Health and Safety Code 115725 defines "playground" to include fall zones, surface materials, access ramps, and all areas within and including the designated enclosure and barriers.

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

Activities with Safety Risks

CSBA NOTE: The following optional section lists activities that might be prohibited by the district because of high risk to student safety and should be revised to reflect district practice.

Pursuant to Government Code 831.7, public entities, including districts, are not liable to participants in a hazardous recreational activity, those who assist participants, or spectators for any damage to person or property arising out of the hazardous recreational activity when the person knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury and was voluntarily in the place of risk or having the ability to leave but failed to do so. Government Code 831.7 defines a "hazardous recreational activity" as a recreational activity conducted on school grounds that creates a substantial risk of injury, as distinguished from a minor, trivial, or insignificant risk of injury. The list below includes, but is not limited to, some of the hazardous recreational activities listed in Government Code 831.7. Prior to authorizing such activities, it is recommended that districts consult with their insurance carrier or joint powers authority or, for those who self-insure, with CSBA District and County Offices of Education Legal Services or district legal counsel. See BP/AR 3530 - Risk Management/Insurance.

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing

6. Cross-country or downhill skiing

7. Motorcycling

8. Target shooting

9. Horseback riding

10. Rodeo

11. Archery

12. Mountain bicycling

13. Rock climbing

14. Rocketeering

15. Surfing

16. Body Contact Sports

17. Other activities determined by the principal to have a high risk to student safety

CSBA NOTE: The following paragraph is optional. Vehicle Code 21201 establishes requirements for bicycles on roadways in regard to brakes, handlebars, size, and illumination when operated during darkness. Districts may want to provide such information to students and parents/guardians.

To enable the district to provide students safety instruction related to using electric, motorized, or nonmotorized bicycles and scooters, Education Code 51860, as amended by AB 2028 (Ch. 116, Statutes of 2022), authorizes the Board to assist local law enforcement, nonprofit associations or organizations specified in Education Code 38134, such as the Girls Scouts, Boys Scouts, and parent-teacher associations, and public agencies that provide such safety instruction, in providing safety instruction to district students.

Additionally, Streets and Highways Code 894, as added by AB 1946 (Ch. 147, Statutes of 2022), requires the Department of the California Highway Patrol to develop and post on its web site, by September 1, 2023, statewide safety and training programs for users of electric bicycles, including, but not limited to, general electric bicycle riding safety, emergency maneuver skills, rules of the road, and laws pertaining to electric bicycles.

~~Students who operate~~As needed, the Superintendent or ~~ride as a passenger~~designee may periodically provide training or instruction to students on ~~a bicycle,~~ the safe use of electric, motorized or nonmotorized bicycles, scooters, skateboards, and roller skates. Any student who rides any such bicycle, scooter, ~~or~~ skateboard, or ~~wear in-line or~~ roller skates~~, upon a street, bikeway, or any other public bicycle path or trail~~ at school shall wear a properly fitted and fastened bicycle helmet.

Events In or Around a Swimming Pool

CSBA NOTE: The following section is optional. Any district that chooses to sponsor or host an on-campus event that is not part of an interscholastic athletic program in or around a swimming pool is required to comply with the following paragraph, pursuant to Education Code 35179.6, as amended by SB 722 (Ch. 679, Statutes of 2021).

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

Laboratory Safety

CSBA NOTE: The following optional section reflects the Legislature's intent as stated in Education Code 49341, and the California Department of Education's Science Safety Handbook for Public Schools.

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to ~~implement and~~ regularly review, update, and implement these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

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

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

CSBA NOTE: Education Code 32031 addresses circumstances under which eye protection devices must be used.

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances

likely to cause

cost to the district. (Education Code 32030, 32031, 32033)

Protection Against Insect Bites

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

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, when engaging in outdoor activities. Any application of insect repellent shall occur under the supervision of school personnel, and in accordance with the manufacturer's directions.

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
5 CCR 14030	Preliminary procedure, planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of pupils
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE school safety and security resources unit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property

Ed. Code 44808.5	Permission for students to leave school grounds; notice (high school)
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 49390-49395	Homicide threats
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 8482-8484.6	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of equipment usable by persons with disabilities
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets
Veh. Code 42200	Fines and forfeitures;, disposition by cities
Veh. Code 42201	Fines and forfeitures;, disposition by counties
Vehicle Code 21201	Rules for operation of bicycle on roadway

Management Resources	**Description**
American Society for Testing and Materials	F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2017
California Department of Education Publication	Science Safety Handbook for California Public Schools, 2014
Court Decision	Knight v. Jewett, (1992) 3 Cal.4th 296, 313
Court Decision	Lane v. City of Sacramento, (2010) 183 Cal. App. 4th. 1337
Court Decision	J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123
Court Decision	Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990
Court Decision	Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741
Court Decision	Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Court Decision	Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138

U.S. Consumer Product Safety Comm Publication	Public Playground Safety Handbook, 2010
Website	CSBA District and County Office of Education Legal Services
Website	National Recreation and Park Association, Certified Playground Safety Inspector Certification
Website	U.S. Department of Education, Safe Schools
Website	American Society for Testing and Materials
Website	U.S. Consumer Product Safety Commission
Website	U.S. Environmental Protection Agency
Website	California Department of Education, Safe Schools
Website	California Department of Public Health
Website	Centers for Disease Control and Prevention
Websites	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3260	Fees And Charges
3260	Fees And Charges
3452	Student Activity Funds
3512	Equipment
3512-E(1)	Equipment
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3516	Emergencies And Disaster Preparedness Plan

3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
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
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
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
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5021	Noncustodial Parents
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.23	Asthma Management
5141.23	Asthma Management
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.7	Sun Safety
5142.1	Identification And Reporting Of Missing Children

5142.2	Safe Routes To School Program
5143	Insurance
5143	Insurance
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.11	Questioning And Apprehension By Law Enforcement
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.93	Science Instruction
6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6163.2	Animals At School
6163.2	Animals At School
7110	Facilities Master Plan

Regulation 5142: Safety

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 06/09/2022 **| Last Reviewed Date:** 06/09/2022

At each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

Release of Students

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian
2. An adult authorized on the student's emergency card as an individual to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity
3. An authorized law enforcement officer acting in accordance with law
4. An adult taking the student to emergency medical care at the request of the principal or designee

Supervision of Students

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any unusual incidents to the principal or designee and file a written report as appropriate.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones and require all playground supervisors to remain at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone
2. Consider the size of the playground area, the number of areas that are obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Such training shall be documented and kept on file.

Student Safety Patrols

A school safety patrol shall be composed of students of the school selected by the principal or designee and shall serve only with written consent of the students and their parents/guardians. Patrol members shall be at least 10 years old and at least in the fifth grade. (Education Code 49302; 5 CCR 571)

School safety patrols shall be used only at those locations where the nature of traffic will permit their safe operation.

The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

Playground Safety

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

Activities with Safety Risks

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing
6. Cross-country or downhill skiing
7. Motorcycling
8. Target shooting
9. Horseback riding
10. Rodeo
11. Archery
12. Mountain bicycling
13. Rock climbing
14. Rocketeering
15. Surfing
16. Other activities determined by the principal to have a high risk to student safety

Students who operate or ride as a passenger on a bicycle, nonmotorized scooter, or skateboard, or wear in-line or roller skates, upon a street, bikeway, or any other public bicycle path or trail shall wear a properly fitted and fastened bicycle helmet.

Events In or Around a Swimming Pool

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

Laboratory Safety

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to implement and regularly review these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed the actual cost to the district. (Education Code 32030, 32031, 32033)

Protection Against Insect Bites

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, when engaging in outdoor activities. Any application of insect repellent shall occur under the supervision of school personnel, and in accordance with the manufacturer's directions.

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 14030	Preliminary procedure, planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of students
5 CCR 5552	Playground supervision

5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 215.5	Student identification cards; safety information
Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE School Safety and Security Resource Unit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 38134	Use of school property
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property
Ed. Code 44808.5	Permission for high school students to leave school grounds; notice
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 49390-49395	Homicide threats
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Ed. Code 8482-8484.65	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of playground equipment usable by persons with disabilities
Streets and Highways Code 894	Statewide safety and training programs; electric bicycles
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets
Veh. Code 42200	Fines and forfeitures; disposition by cities
Veh. Code 42201	Fines and forfeitures; disposition by counties
Vehicle Code 21201	Rules for operation of bicycle on roadway

Federal References	**Description**
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources References	Description
American Society for Testing and Materials Pub.	ASTM F1 1487-21, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
California Department of Education Publication	Science Safety Handbook for California Public Schools, 2014
Court Decision	J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123
Court Decision	Knight v. Jewett, (1992) 3 Cal.4th 296
Court Decision	Lane v. City of Sacramento, (2010) 183 Cal. App. 4th. 1337
Court Decision	Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990
Court Decision	Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741
Court Decision	Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Court Decision	Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138
U.S. Consumer Product Safety Comm Publication	Public Playground Safety Handbook, 2010
Website	U.S. Department of Homeland Security, Fusion Centers - https://simbli.eboardsolutions.com/SU/PSVyV1hfKjpmRQXd5vTBKQ==
Website	California State Threat Assessment System - https://simbli.eboardsolutions.com/SU/CX8ou4hFcTRJKHzwyPRczQ==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	National Recreation and Park Association, Certified Playground Safety Inspector Certification - https://simbli.eboardsolutions.com/SU/xZnJeCmh0MEthIpXHxbREA==
Website	U.S. Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/oAzvmbk5SPEBHf0sq3oRlg==
Website	American Society for Testing and Materials - https://simbli.eboardsolutions.com/SU/hpTqvZ9cHnGINplusGUI2CVTw==
Website	U.S. Consumer Product Safety Commission - https://simbli.eboardsolutions.com/SU/WXVAihwOFQvUcTKQXgpKBw==
Website	California Department of Education, Safe Schools - https://simbli.eboardsolutions.com/SU/AxdFslshFpyQ1QPo821fOy9pg==
Website	U.S. Environmental Protection Agency - https://simbli.eboardsolutions.com/SU/xtGqeFQECIplus0Wk8xfkTVsw==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Department of Public Health - https://simbli.eboardsolutions.com/SU/plusKghL3cnZRJOzDybcVsugA==
Website	Centers for Disease Control and Prevention - https://simbli.eboardsolutions.com/SU/Gfx4spY2pCn7TBGiShp9oA==

Cross References	Description
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/KqtAfhnyYmNOMmUFSbWaJg==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/lUhL9TtJxlH7YZdpa5UJHg==

1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3452	Student Activity Funds - https://simbli.eboardsolutions.com/SU/ZwslshsZbrB8d0hcJAHSgxdpg==
3512	Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/n7CuOUfbHIaAcCzD0HsiyA==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/Xq6QvK96MQpL0Sn9lr2G6Q==
3514.1	Hazardous Substances - https://simbli.eboardsolutions.com/SU/RtceBEi0vGaXMj3nJZplusAgQ==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7lKtHA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515.21	Unmanned Aircraft Systems (Drones) - https://simbli.eboardsolutions.com/SU/1Yq1ZA0uugBrEhT1ZWRxWg==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/0KkyiKHKB37aBu7j8RCXzw==
3515.5	Sex Offender Notification - https://simbli.eboardsolutions.com/SU/HrrQHaa9VD9ZyjOc3E0UdQ==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshl1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
3516.5	Emergency Schedules - https://simbli.eboardsolutions.com/SU/UmuHbeNZkcsFSh62pYJSOQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
4119.42	Exposure Control Plan For Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/x2x6lt5kPkrQzZxIaOdgPg==
4119.42	Exposure Control Plan For Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/eUEVKUPwV5w0cJeHMpnmTA==
4119.42-E PDF(1)	Exposure Control Plan For Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/g6MVN0Lslsh2QDrDFwZbqB1VQ==
4219.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/hbPvTep8aCVL9d7mfIpAuA==
4219.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/EGPg10FK2x4JCAOHg49XAg==
4219.42-E PDF(1)	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/rRoBRpEGpEKoiVo0OmFslshcg==

4319.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/fJfUtyhhaI28f3VVGeBlBg==
4319.42	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/kslshfZLL5Xs87WueODrnKzHQ==
4319.42-E PDF(1)	Exposure Control Plan for Bloodborne Pathogens - https://simbli.eboardsolutions.com/SU/fDhFjjkTUNfmLEmorPkiTg==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQIHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5021	Noncustodial Parents - https://simbli.eboardsolutions.com/SU/l3mGA9d8PpKQKslshQJsU5dig==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/RhqSkuxwL6lQotXDPG6RmA==
5131.1	Bus Conduct - https://simbli.eboardsolutions.com/SU/nChokZQYcuKCdYOPslshaplusD1Q==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/zvGNUsTplusJZ9ldu4nMrJMVg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/eYRNPN71dua4LIcF91qU5w==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/q3DyJG1cykCEbvwrC4GFrw==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/2SKcqtAzQlvlXs6uFEYUKQ==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/oQ5qkpluswaNVsZFi4HHMlfwg==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/VjM4FfQvrAXs7V14zIU8TQ==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/QplusOL6joc2O14TslshRuGXoemA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/lcKgoSUplusCplusNw4UpTQRdl0A==
5142.1	Identification And Reporting Of Missing Children - https://simbli.eboardsolutions.com/SU/aMTsnJvszXTBPdpslshiuY5IA==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/vl7cy4RIBaDtplusP12GldslshAQ==
5142.2	Safe Routes To School Program - https://simbli.eboardsolutions.com/SU/R12wC06kXhdqBAlhjsg9Ag==
5143	Insurance - https://simbli.eboardsolutions.com/SU/pESmAhIrKvCt9TDDzpASWA==

5143	Insurance - https://simbli.eboardsolutions.com/SU/vvDhX4MjDrJ0DrsR0yaAxw==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5145.11	Questioning And Apprehension By Law Enforcement - https://simbli.eboardsolutions.com/SU/XplusZplus5ZnXfeJGAEHovnlgyQ==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/R3FcYAwKSkHz7pO9Y0rQlQ==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/HrCj1lQplusf445eslsh3plus9b8PXg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWIe0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/UbKCQZmet0V8Ya9gXCOw9A==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/JicadXYu8G69TDnua3slshVug==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/Mr1vH6nbOnhmz7Fd4jenxg==

Regulation 5142.2: Safe Routes To School Program **Status:** ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** ~~06~~12/01/~~2021~~2022 | **Last Reviewed Date:** ~~06~~12/01/~~2021~~2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect district practice. The strategies listed below are organized around the "fundamental E's" recommended for inclusion in local programs by the U.S. Department of Transportation's Federal Highway Administration (NHTSA) and the National Center for Safe Routes to School's online resource guide. NHTSA's , "Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals," states that the most often addressed E's are engineering, education, and enforcement, with encouragement and engagement, evaluation, emerging technologies, emergency response, and equity as other important E's to consider.

District strategies to improve student safety along routes to school and to promote walking, bicycling, and other forms of active transport to school by students may include:

1. Education activities that promote safety and awareness, such as:

CSBA NOTE: To enable the district to provide students safety instruction related to using electric, motorized, or nonmotorized bicycles and scooters, Education Code 51860, as amended by AB 2028 (Ch. 116, Statutes of 2022), authorizes the Governing Board to assist local law enforcement, nonprofit associations or organizations specified in Education Code 38134, such as the Girls Scouts, Boys Scouts, parent-teacher associations, and public agencies that provide such safety instruction in providing safety instruction to district students.

Additionally, Streets and Highways Code 894, as added by AB 1946 (Ch. 147, Statutes of 2022), requires the Department of the California Highway Patrol to develop and post on its website, by September 1, 2023, statewide safety and training programs for users of electric bicycles, including, but not limited to, general electric bicycle riding safety, emergency maneuver skills, rules of the road, and laws pertaining to ~~electric~~ bicycles.

   a. Instructing students about pedestrian~~, bicycle,~~ and personal safety related to the use of electric or motorized and nonmotorized bicycles or scooters, including by local law enforcement, organizations specified in Education Code 38134, and public agencies that provide safety instructions on such bicycles and scooters.

   b. Instructing students about the health, academic, and environmental benefits of walking, bicycling, and other forms of active transport to school

   c. Offering driver safety information to high school students, parents/guardians, and the community to promote safety around school campuses and routes

2. Encouragement strategies designed to generate interest in active transport to school, such as:

a. Organizing or facilitating "walking school buses" and/or "bicycle trains" whereby students walk or bike to school in groups escorted by parents/guardians or other volunteers as needed

b. Organizing special events and activities, such as Walk or Bike to School Day, International Walk to School Month, or year-round competitions

c. Publicizing the district's efforts in order to build support of parents/guardians and the community, including providing information about the district's safe routes to school program in parent/guardian communications and in any notifications about transportation options

3. Enforcement strategies to deter unsafe behaviors of drivers, pedestrians, and bicyclists, such as:

a. Initiating or expanding crossing guard, student safety patrol, and/or parent/guardian safety patrol programs

b. Partnering with local law enforcement to help ensure that traffic laws are obeyed in the vicinity of schools and to implement appropriate measures such as placement of speed feedback monitors, ticketing, and/or driver safety campaigns

c. Monitoring to ensure that students who bicycle to school or who use skateboards, skates, or nonmotorized scooters wear helmets in accordance with Vehicle Code 21212

4. Engineering strategies that address the design, implementation, operation, and maintenance of traffic control devices or physical measures, such as:

a. Working with local government agencies, parents/guardians, school staff, and others as appropriate to gather data about environmental conditions and hazards along routes to school

b. Working with local government agencies to make operational and physical improvements that reduce or eliminate hazards, such as reducing motor vehicle traffic speeds in the area and establishing safer and fully accessible crosswalks, walkways, trails, and bikeways

c. Assessing the adequacy, accessibility, and safety of bicycle parking at schools and making modifications as needed, such as increasing the number of or relocating bicycle racks and/or equipment storage areas

d. Considering safe routes to school when making decisions about siting and designing of new schools

CSBA NOTE: See the accompanying Board policy for additional information about program evaluation, including examples of indicators that may be used to measure program implementation and effectiveness.

5. Evaluation to assess progress toward program goals, including:

   a. Gathering and interpreting data based on indicators established by the Superintendent and the Governing Board

   b. Presenting data to the Board, program partners, and the public

   c. Recommending program modifications as needed

6. Emerging technologies that aid in the prevention and mitigation of accidents

7. Emergency response in managing injuries after an accident occurs, including, but not limited to, training staff, crossing guards, student and/or parent/guardian safety patrols, and other volunteers who assist with drop-off and pick-up in emergency procedures

8. Equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner across the community

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
Ed. Code 32282	Comprehensive safety plan
Ed. Code 38134	Use of school property
Ed. Code 44808	Liability when students are not on school property
Ed. Code 45450-45451	Crossing guards
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Gov. Code 65352.2	General planning; communication between cities, counties and school districts
S&H Code 2380-2385	Active Transportation Program
S&H Code 894	Statewide safety and training programs; electric bicycles

Veh. Code 312.5	Electric bicycle
Veh. Code 406	Moped or motorized bicycle
Veh. Code 407.5	Motorized scooter
Veh. Code 21200-21213	Operation of bicycles
Veh. Code 21212	Helmet required for bicycle, nonmotorized scooter, skateboard, skates
Veh. Code 21949-21971	Pedestrian rights and duties

Federal	**Description**
23 USC 133	Surface transportation block grant program
23 USC 148	Highway safety improvement program
42 USC 1758b	Local wellness policy

Management Resources	**Description**
California Dept of Transportation Publication	ATP Purpose and Goals as Defined by the State Legislature and SB 99, March 2015
California Dept of Transportation Publication	Active Transportation Program Fact Sheet, January 2020
Court Decision	Cerna v. City of Oakland (2008) 161 Cal.App.4th 1340
~~Nat'l~~Natl Center for Safe Routes to School Publication	Safe Routes to School Guide
~~National~~Natl Highway Traffic Safety Admin Publication	Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals, April 2016
Safe Routes to School Natl Partnership Publication	Safe Routes to School by the Numbers: Using Data to Foster Walking and Biking to School, June 2016
Safe Routes to School Natl Partnership Publication	Safe Routes to School 2009 Policy Report: Moving to the Future: Building on Early Achievements, March 2009
Website	CSBA District and County Office of Education Legal Services
Website	National Center for Safe Routes to School
Website	Safe Routes Partnership
Website	U.S. Department of Transportation, Federal Highway Administration, Safe Routes to School
Website	California Department of Transportation, Safe Routes to School
Website	National Highway Traffic Safety Administration
Website	CSBA

Cross References

Code	**Description**
0415	Equity

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1112	Media Relations
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1230	School-Connected Organizations
1230	School-Connected Organizations
1260	Educational Foundation
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3100	Budget
3100	Budget
3290	Gifts, Grants And Bequests
3470	Debt Issuance And Management
3471	Parcel Taxes
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3540	Transportation
3541	Transportation Routes And Services
5030	Student Wellness
5142	Safety
5142	Safety
6020	Parent Involvement
6020	Parent Involvement
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.8	Comprehensive Health Education

6142.8	Comprehensive Health Education
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
7150	Site Selection And Development
7150	Site Selection And Development

Regulation 5142.2: Safe Routes To School Program

Status: ADOPTED

Original Adopted Date: 10/21/2021 **| Last Reviewed Date:** 10/21/2021

District strategies to improve student safety along routes to school and to promote walking, bicycling, and other forms of active transport to school by students may include:

1. Education activities that promote safety and awareness, such as:
    a. Instructing students about pedestrian, bicycle, and personal safety
    b. Instructing students about the health, academic, and environmental benefits of walking, bicycling, and other forms of active transport to school
    c. Offering driver safety information to high school students, parents/guardians, and the community to promote safety around school campuses and routes
2. Encouragement strategies designed to generate interest in active transport to school, such as:
    a. Organizing or facilitating "walking school buses" and/or "bicycle trains" whereby students walk or bike to school in groups escorted by parents/guardians or other volunteers as needed
    b. Organizing special events and activities, such as Walk or Bike to School Day, International Walk to School Month, or year-round competitions
    c. Publicizing the district's efforts in order to build support of parents/guardians and the community, including providing information about the district's safe routes to school program in parent/guardian communications and in any notifications about transportation options
3. Enforcement strategies to deter unsafe behaviors of drivers, pedestrians, and bicyclists, such as:
    a. Initiating or expanding crossing guard, student safety patrol, and/or parent/guardian safety patrol programs
    b. Partnering with local law enforcement to help ensure that traffic laws are obeyed in the vicinity of schools and to implement appropriate measures such as placement of speed feedback monitors, ticketing, and/or driver safety campaigns
    c. Monitoring to ensure that students who bicycle to school or who use skateboards, skates, or nonmotorized scooters wear helmets in accordance with Vehicle Code 21212
4. Engineering strategies that address the design, implementation, operation, and maintenance of traffic control devices or physical measures, such as:
    a. Working with local government agencies, parents/guardians, school staff, and others as appropriate to gather data about environmental conditions and hazards along routes to school
    b. Working with local government agencies to make operational and physical improvements that reduce or eliminate hazards, such as reducing motor vehicle traffic speeds in the area and establishing safer and fully accessible crosswalks, walkways, trails, and bikeways
    c. Assessing the adequacy, accessibility, and safety of bicycle parking at schools and making modifications as needed, such as increasing the number of or relocating bicycle racks and/or equipment storage areas
    d. Considering safe routes to school when making decisions about siting and designing of new schools
5. Evaluation to assess progress toward program goals, including:
    a. Gathering and interpreting data based on indicators established by the Superintendent and the Governing Board

b. Presenting data to the Board, program partners, and the public

c. Recommending program modifications as needed

6. Emerging technologies that aid in the prevention and mitigation of accidents

7. Emergency response in managing injuries after an accident occurs, including, but not limited to, training staff, crossing guards, student and/or parent/guardian safety patrols, and other volunteers who assist with drop-off and pick-up in emergency procedures

8. Equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner

---

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 32282	Comprehensive safety plan
Ed. Code 38134	Use of school property
Ed. Code 44808	Liability when students are not on school property
Ed. Code 45450-45451	Crossing guards
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Gov. Code 65352.2	General planning; communication between cities, counties and school districts
S&H Code 2380-2385	Active Transportation Program
Streets and Highways Code 894	Statewide safety and training programs; electric bicycles
Veh. Code 21200-21213	Operation of bicycles
Veh. Code 21212	Helmet required for bicycle, nonmotorized scooter, skateboard, skates
Veh. Code 21949-21971	Pedestrian rights and duties
Veh. Code 312.5	Electric bicycle
Veh. Code 406	Moped or motorized bicycle
Veh. Code 407.5	Motorized scooter

Federal References	Description
23 USC 133	Surface transportation block grant program
23 USC 148	Highway safety improvement program
42 USC 1758b	Local wellness policy

Management Resources References	Description
California Dept of Transportation Publication	ATP Purpose and Goals as Defined by the State Legislature and SB 99, March 2015
California Dept of Transportation Publication	Active Transportation Program Fact Sheet, January 2020
Court Decision	Cerna v. City of Oakland (2008) 161 Cal.App.4th 1340
Natl Center for Safe Routes to School Publication	Safe Routes to School Guide
Natl Highway Traffic Safety Admin Publication	Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals, April 2016
Safe Routes to School Natl Partnership Publication	Safe Routes to School by the Numbers: Using Data to Foster Walking and Biking to School, June 2016

Safe Routes to School Natl Partnership Publication	Safe Routes to School 2009 Policy Report: Moving to the Future: Building on Early Achievements, March 2009
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	National Center for Safe Routes to School - https://simbli.eboardsolutions.com/SU/OusR3qPuhtJDAwvyilw0Gg==
Website	Safe Routes Partnership - https://simbli.eboardsolutions.com/SU/npmWJplusGoJjRmP0TKjAL2OQ==
Website	U.S. Department of Transportation, Federal Highway Administration, Safe Routes to School - https://simbli.eboardsolutions.com/SU/jADfxiUd3VBRHJLVKO0aHA==
Website	California Department of Transportation, Safe Routes to School - https://simbli.eboardsolutions.com/SU/wnpLSaVJuyubpSr9eKbXHg==
Website	National Highway Traffic Safety Administration - https://simbli.eboardsolutions.com/SU/1L2BvG6mQo69pSrehY1xYg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
1112	Media Relations - https://simbli.eboardsolutions.com/SU/1b2pTYKv1STslshiplus35b6wXJw==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/MKhwBGMweE1slshNFFV07El6A==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/slshwh0ycRLRlgLo9OqHVCw0g==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtApIyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPIpmLjio2ptoA==
1230	School-Connected Organizations - https://simbli.eboardsolutions.com/SU/F5tgpslshZS6CSXl2D7P2pmmw==
1230	School-Connected Organizations - https://simbli.eboardsolutions.com/SU/H0xq0dXqw6RtT55qw5UHcw==
1260	Educational Foundation - https://simbli.eboardsolutions.com/SU/kULyVExq5jmffOk5YNKJQw==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/NdfFmK3KRDWa7ZhbLQia8g==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g==

3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3290	Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/lG5lslshMzQ0JfEYdyLngDxHQ==
3470	Debt Issuance And Management - https://simbli.eboardsolutions.com/SU/xMB5SSaSDujcCk9t8CcU4A==
3471	Parcel Taxes - https://simbli.eboardsolutions.com/SU/DjyxqFqPzUEUN6zislshAPdcQ==
3510	Green School Operations - https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/n7CuOUfbHIaAcCzD0HsiyA==
3540	Transportation - https://simbli.eboardsolutions.com/SU/slshclvbUeI8lUDuhRQyMLnbg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/i2XE6plusoAe0A5pE5TWHBaQA==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5142	Safety - https://simbli.eboardsolutions.com/SU/SjoP4JM2HsDNDslshVqZXOKTw==
5142	Safety - https://simbli.eboardsolutions.com/SU/MhA82Xg3CWuQbzkcnXiTxQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/bxdO02orcknVGTfpbSK9vw==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/hbGCDAbQPplusslshdSybFLnA10Q==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/Mr1vH6nbOnhmz7Fd4jenxg==
7111	Evaluating Existing Buildings - https://simbli.eboardsolutions.com/SU/akxhqyaIHRm9wbKJ3pz5Qg==
7150	Site Selection And Development - https://simbli.eboardsolutions.com/SU/hLH5xQladPYlEyHgaZbJrg==
7150	Site Selection And Development - https://simbli.eboardsolutions.com/SU/YTy9bjpwCqbvxNTc2Xhefw==

Policy 5148.2: Before/After School Programs **Status:** ADOPTED

Original Adopted Date: 11/01/2006 | **Last Revised Date:** 12/01/~~2021~~2022 | **Last Reviewed Date:** 12/01/~~2021~~2022

CSBA NOTE: The following optional policy is for use by districts providing expanded learning opportunities beyond the regular school day, including before-school ~~and/or~~, after-school, summer, vacation, and/or intersessional programs, and should be revised to reflect the program(s) offered by the district. For eligible programs in grades ~~K~~TK-9, the district may apply for funding from the state's After School Education and Safety Program (ASES) (Education Code 8482- 8484.65) and/or the federal 21st Century Community Learning ~~Center~~Centers Program (21st CCLC) (Education Code 8484.7-8484.9; 20 USC 7171-7176). The federal 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs) (Education Code 8420- 8428; 20 USC 7171-7176) provides funding for eligible programs in grades 9-12. These programs are optional and have different requirements.

Education Code 46120, as ~~added~~amended by AB ~~130~~181 (Ch. ~~44~~52, Statutes of ~~2021),~~ ~~establishes~~2022) and AB 185 (Ch. 571, Statutes of 2022), provides for the Expanded Learning Opportunities (ELO) Program and allocates funding to districts under a formula based on a district's average daily attendance and percentage of unduplicated students ~~and average daily attendance.~~ , defined as any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth. For the ~~2021-22~~2022-23 school year, districts receiving funds are required to offer access to ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students. Commencing ~~in~~with the ~~2022-23~~2023-24 school year, districts ~~receiving~~ ~~funds~~with a prior fiscal year local control funding formula (LCFF) unduplicated pupil percentage (UPP) of at least 75 percent are required to offer access to ELO programs to all classroom-based students in grades TK-6 inclusive, and to ensure that access is provided to any student whose parent/guardian requests placement in an ELO program. Commencing with the 2023-24 school year, districts with a prior fiscal year LCFF UPP of less than 75 percent are required to offer access to ELO programs to all unduplicated students in grades TK-6, inclusive, and ensure that access is provided to any unduplicated student whose parent/guardian requests placement in an ELO program. Pursuant to Education Code 46120, on school days, ELO programs must include in-person before or after school programs and, on non-school days, ~~intersession~~intersessional programs of specified lengths of time as described below and in the accompanying administrative regulation. Student participation in an ELO program is optional; however, districts may not opt out of the ELO Program.

See the accompanying administrative regulation for major requirements of each program.

The following policy is applicable to all four programs, unless otherwise noted, and may be adapted by districts that offer other programs through district funding or alternative sources. If the district does not offer ~~both a before-~~any programs beyond the regular school ~~and after-school program~~day, it may modify the following policy as appropriate.

The Governing Board desires to provide ~~before-~~learning opportunities for students beyond the regular school ~~and/or after-school enrichment programs~~day that support the regular education program in a supervised environment. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, curriculum, and academic standards.

CSBA NOTE: The following paragraph reflects ~~a requirement for~~ requirements related to collaborative planning for ~~both~~the programs offered by the district. The ASES program (Education Code 8482.5~~) and~~), ASSETs program (Education Code 8422~~).~~), 21st CCLC ~~programs must be developed in~~program (Education Code 8484.75), and ELO program (Education Code 46120) have different collaboration ~~with the school(s) the students attend, but collaboration with other entities is at~~requirements; see the ~~discretion of the district. Districts offering only 21st CCLC programs may revise the following paragraph to reflect district practice~~accompanying administrative ~~regulation~~.

~~The district's~~Each program offered by the district~~shall~~ be planned through a collaborative process ~~that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local~~as required by law ~~enforcement, community organizations, and, if appropriate, the private sector.~~. (Education Code 8422, 8482.5, 8484.75, 46120)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 46120~~, as added by AB 130~~, districts are required to prioritize ELO programs at school sites in the lowest income communities, as determined by prior year percentages of students eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with ~~expanded learning opportunities~~ELO programs across their attendance area. In addition, pursuant to Education Code 8482.5, in awarding funding for ASES programs, the state gives priority to schools with at least 50 percent of students eligible for free or reduced-price meals. Pursuant to 20 USC 7174, funding for the 21st CCLC and ASSETs programs is restricted to schools receiving federal Title I funding. In addition, 20 USC 7174 and Education Code 8422 and 8484.8 give competitive priority for these federal programs to applications jointly submitted by school districts and community organizations for programs that (1) are located in schools that are implementing comprehensive or targeted support and improvement activities pursuant to 20 USC 6311 or other schools determined by the district to be in need of intervention and support to improve student academic achievement and other outcomes; (2) serve students at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities, or lacking strong positive role models; (3) provide activities not otherwise accessible to participating students or expand accessibility to high-quality services that may be available in the community; (4) continue or expand existing grants; and (5) for 21st CCLC programs, provide year-round expanded learning programming. For a further description of competitive priority for funding, see the California Department of Education's (CDE) "21st CCLC and ASSETs FAQs" and "Request for Applications for ~~Programs Proposing to Serve High School Students."~~21st CCLC & ASSETs."

To the extent feasible, the district shall give priority to establishing ~~before-~~expanded learning opportunities beyond the regular school ~~and/or after-school programs~~day in low-performing schools and/or programs that serve low-income and other at-risk students.

Any expanded learning opportunities, including but not limited to After School Education and Safety Program (ASES), 21st Century Community Learning Center Program (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs), ~~or~~Expanded Learning Opportunities Program (ELO) or any other program to be established pursuant to Education Code 8421, 8482.3 ~~or~~, 8484.75, or 46120, shall be approved by the Board ~~and the principal of each participating school~~.

CSBA NOTE: The following optional paragraph is applicable to all programs. Pursuant to Education Code 8483.4 (applicable to ~~both~~ ASES ~~and~~, 21st CCLC, and ELO programs), the program administrator is required to establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise students meet the minimum qualifications for an instructional aide pursuant to district policies; see the accompanying administrative regulation. A district offering an ASSETs program must establish its expectations for staff qualifications.

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's ~~before-school and/or after-school program~~expanded learning opportunity programs possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

~~Each~~ Each before-school, after-school, summer, vacation or intersessional expanded learning opportunity program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, each program may include support services that reinforce the educational component and promote student health and well-being.

CSBA NOTE: Education Code 8482.6 (applicable to ASES, 21st CCLC, and ELO programs) and Education Code 8422 (applicable to ASSETs programs) authorize the district to charge fees to participating families with certain exceptions as described below.

Option 1 below is for use by districts that choose not to charge family fees. Option 2 is for use by districts that will charge a permissible family fee to cover unfunded costs of the program.

OPTION 1: (For districts that do not charge family fees)

No fee shall be charged for participation in the

program.

OPTION 2: (For districts that charge permissible family fees)

A family fee may be charged to participating families based on the actual cost of services.

CSBA NOTE: The following paragraph is for use by districts selecting Option 2 that offer an ASSETS program, and may be modified to reflect program(s) offered by the district. Pursuant to Education Code 8422, ASSETs programs that charge fees to participating families are required to waive or reduce the fees for families with students who are eligible for free or reduced-price meals.

However, for the ASSETs program, a family fee shall be waived or reduced for families with

students who are eligible for free or reduced-price meals. (Education Code 8422)

CSBA NOTE: The following paragraph is for use by districts selecting Option 2 that offer an ASES, 21st CCLC program, and/or ELO program, and may be modified to reflect program(s) offered by the district. Pursuant to Education Code 8482.6, ~~as amended by AB 130~~, family fees may not be charged for these programs for a student who is eligible for free or reduced-price meals or if the district knows the participating student is a homeless youth or in foster care. In addition, a program that charges such fees is required to schedule fees on a sliding scale that considers family income and ability to pay.

For ASES, 21st CCLC, and/or ~~Expanded Learning Opportunities~~ELOs programs, no fee shall be charged for a student who is eligible for free or reduced-price meals, or a student who the district knows is a homeless youth or in foster care. In addition, family fees shall be calculated on a sliding scale that considers family income and ability to pay. (Education Code 8482.6, 46120)

CSBA NOTE: The remainder of this policy is for use by districts that selected either Option 1 or 2 above.

The following optional paragraph is for use by districts with programs serving students ages 11-12 years. Welfare and Institutions Code 10273, ~~as renumbered by AB 131 (Ch. 116, Statutes of 2021),~~ provides that the preferred placement for students ages 11-12 years is in a before-school or after-school program rather than in subsidized child care and development services. When subsidized child care services are also available, students ages 11-12 years will be eligible for subsidized child care services only for the portion of care that is not available in a before-school or after-school program. ~~See AR 5148 - Child Care and Development.~~

Eligible students who are 11 or 12 years of age shall be placed in a before-school or after-school program, if and when available, rather than subsidized child -care and development services. During the time that the before-school or after-school program does not operate, such students may be provided the option of enrolling in child -care and development services in accordance with the enrollment priorities established in AR 5148 - Child Care and Development. (Welfare and Institutions Code 10273)

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

To assist in evaluations of program effectiveness, the district may refer to the ~~CDE~~ CDE's, "Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality. ." In addition, CDE's ~~publication~~ , "A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools" describes available assessment tools that are closely aligned with the program standards. ~~These publications are available on CDE's web site.~~

To the extent consistent with state and federal privacy laws, Education Code 8484.1 authorizes the district to share specified student data (i.e., school day attendance data, statewide assessment scores English language development test placement or reclassification scores, California Healthy Kids Survey results in aggregate form, student engagement and behavioral data, and other academic measures, including grades and course completion) with the operator of an after-school program with which the district has a contract that includes a confidentiality agreement. The

district should consult with CSBA District and County Office of Education Legal Services or district legal counsel if it has any questions regarding the sharing of student data.

In addition, Education Code 8427 and 8484 require the after-school program to submit data on school and program attendance and program quality to the CDE; see the section "Reports" in the accompanying administrative regulation.

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

CSBA NOTE: The following paragraph is for use by districts that offer an ASES, 21st CCLC, and/or ELO program, and may be adapted by districts that offer ASSETs or other programs. Pursuant to Education Code 8482.3 and 46120, ~~as added by AB 130, require districts offering~~a district that offers an ASES, 21st CCLC, and/or ELO program is required to review program goals, program content, and outcome measures, selected from among those listed in Education Code 8484, every three years and to retain documentation for five years.

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years.

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17264	New construction; accommodation of before- and after-school programs
Ed. Code 35021.3	After-school physical recreation instructors
Ed. Code 45125	Criminal record check
Ed. Code 45330	Paraprofessionals; instructional aides
Ed. Code 45340-45349	Paraprofessionals; instructional aides
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49430-49434	Nutrition standards

Ed. Code 49540-49546	Child care food program
Ed. Code 49553	Free or reduced-price meals
Ed. Code 69430-69460	Cal Grant program
Ed. Code 8263	Eligibility and priorities for subsidized child development services
~~Ed. Code 8263.4~~	~~Enrollment of students ages 11-12 years~~
Ed. Code 8273.1	Family fees; exemptions
Ed. Code ~~8281.5~~8322	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8295-8305	Child development program ; personnel qualifications
Ed. Code 8350-8359.1	Programs for CalWORKS recipients
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8420-8428	21st Century High School After-School Safety and Enrichment Program for Teens
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Ed. Code 8490-8490.7	Distinguished After School Health Recognition Program
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12

Federal	**Description**
20 USC 6311	State plan
20 USC 6314	Title I schoolwide program
20 USC 7171-7176	21st Century Community Learning Centers
42 USC 11434a	Education for homeless children and youths
42 USC 1766-1766a	Child and Adult Care Food Program
7 CFR 226.17	Child care center nutrition standards

Management Resources	**Description**
California Department of Education Publication	Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, ~~August 2020~~January 2022
California Department of Education Publication	21st CCLC and ASSETs FAQs, ~~September 2020~~October 2022

California Department of Education Publication	Request for Applications: 21st Century ~~High School~~Community Learning Centers and After School Safety and Enrichment for Teens, September ~~2020~~2022
~~California Department of Education Publication~~	~~Request for Applications: 21st Century Community Learning Centers Elementary/Middle Schools, September 2020~~
California Department of Education Publication	Expanded Learning Opportunities Program FAQs, ~~October 2021~~July 2022
California Department of Education Publication	A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014
California Department of Education Publication	Early Release and Late Arrival Guidance, December 2021
California Department of Education Publication	California After School Physical Activity Guidelines, 2009
California Department of Education Publication	Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014
U.S. Department of Education Publication	21st Century Community Learning Centers, Nonregulatory Guidance, February 2003
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Expanded Learning
Website	U.S. Department of Agriculture
Website	California Afterschool Network
Website	California School-Age Consortium
Website	Partnership for Children and Youth
Website	California Healthy Kids Survey
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan

0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3540	Transportation
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3580	District Records

3580	District Records
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4331	Staff Development
5030	Student Wellness
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.23	Asthma Management
5141.23	Asthma Management
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline

5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6142.4	Service Learning/Community Service Classes
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth

6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction

Policy 5148.2: Before/After School Programs

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 03/10/2022 **| Last Reviewed Date:** 03/10/2022

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program in a supervised environment. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, curriculum, and academic standards.

The district's program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5, 46120)

To the extent feasible, the district shall give priority to establishing before-school and/or after-school programs in low-performing schools and/or programs that serve low-income and other at-risk students.

Any After School Education and Safety Program (ASES), 21st Century Community Learning Center Program (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs), or other program to be established pursuant to Education Code 8421, 8482.3 or 8484.75 shall be approved by the Board and the principal of each participating school.

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

Each program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, each program may include support services that reinforce the educational component and promote student health and well-being.

A family fee may be charged to participating families based on the actual cost of services.

For ASES, 21st CCLC, and/or Expanded Learning Opportunities programs, no fee shall be charged for a student who is eligible for free or reduced-price meals, or a student who the district knows is a homeless youth or in foster care. In addition, family fees shall be calculated on a sliding scale that considers family income and ability to pay. (Education Code 8482.6, 46120)

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years.

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 17260-17268	Plans and specifications for school facilities - https://simbli.eboardsolutions.com/SU/K93eKC5SslshBGM5azLOpZgjg==
Ed. Code 17264	New construction; accommodation of before- and after-school programs
Ed. Code 35021.3	After-school physical recreation instructors
Ed. Code 45125	Criminal record check
Ed. Code 45330	Paraprofessionals; instructional aides
Ed. Code 45340-45349	Paraprofessionals; instructional aides
Ed. Code 46120	Expanded learning opportunities
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49430-49434	Nutrition standards
Ed. Code 49540-49546	Child care food program
Ed. Code 49553	Free or reduced-price meals
Ed. Code 69430-69460	Cal Grant program
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8273.1	Family fees; exemptions
Ed. Code 8295-8305	Child development program; personnel qualifications
Ed. Code 8322	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8350-8359.1	Programs for CalWORKS recipients
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8420-8428	21st Century High School After School Safety and Enrichment Program for Teens
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Ed. Code 8490-8490.7	Distinguished After School Health Recognition Program
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12

Federal References	Description
20 USC 6311	State plan
20 USC 6314	Title I schoolwide program
20 USC 7171-7176	21st Century Community Learning Centers
42 USC 11434a	Education for homeless children and youths
42 USC 1766-1766a	Child and Adult Care Food Program
7 CFR 226.17	Child care center nutrition standards

Management Resources References	Description
California Department of Education Publication	Early Release and Late Arrival Guidance, December 2021
California Department of Education Publication	Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, January 2022
California Department of Education Publication	21st CCLC and ASSETs FAQs, October 2022
California Department of Education Publication	Request for Applications: 21st Century Community Learning Centers and After School Safety and Enrichment for Teens, September 2022

California Department of Education Publication	Expanded Learning Opportunities Program FAQs, July 2022
California Department of Education Publication	Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014
California Department of Education Publication	A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014
California Department of Education Publication	California After School Physical Activity Guidelines, 2009
U.S. Department of Education Publication	21st Century Community Learning Centers, Nonregulatory Guidance, February 2003
Website	California Afterschool Network - https://simbli.eboardsolutions.com/SU/SxeV5viyxZcyTRCEjxToLg==
Website	California Child and Adult Care Food Program - https://simbli.eboardsolutions.com/SU/NJK4oDHRD9iO9OQxRYnX1g==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education, Expanded Learning - https://simbli.eboardsolutions.com/SU/0DHRmisIU5JVqzrlbgBQSQ==
Website	U.S. Department of Agriculture - https://simbli.eboardsolutions.com/SU/njpdBqDfo1Mslsh1ZLplusszTslshRw==
Website	California School-Age Consortium - https://simbli.eboardsolutions.com/SU/laEri3DXJqbiplusxNsL8qbiA==
Website	Partnership for Children and Youth - https://simbli.eboardsolutions.com/SU/boIfLRuzs4Pl63kJI3082w==
Website	California Healthy Kids Survey - https://simbli.eboardsolutions.com/SU/pB1UyKy4ocu6w934wTYg4g==
Website	Commission on Teacher Credentialing - https://simbli.eboardsolutions.com/SU/cxWNiqRUuIsaq7efc7aH4Q==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==

Cross References	**Description**
0000	Vision - https://simbli.eboardsolutions.com/SU/u5qD89SrQMplus85pcm4Ju8ww==
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/VlhslshSaGqXuTsCMKpG2plusbSQ==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==

1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/x1QewT4YgzruZlTbYpBsCw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/AEEKECijKNmVMzEslshyCbIkw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/9uDcSKI7uugETmCykVahHQ==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/IsP74bct6ZWIEplusMslshUslshDk0g==
1330-E PDF(1)	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/CNUwUvT05G0aH7gGIK9dqA==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/NdfFmK3KRDWa7ZhbLQia8g==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/xQsi8XCX1iXiQIrdQ6mqHw==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/rCoU3YDeQiauvp8P9pTGvA==
3540	Transportation - https://simbli.eboardsolutions.com/SU/slshclvbUeI8IUDuhRQyMLnbg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/i2XE6plusoAe0A5pE5TWHBaQA==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/y3nAvz7wK8dK46NGAKvvCg==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/rQ60kSLQYHiC8hW9GplusDtFw==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/IAJDgoYIIDjrGK0VsaiTUA==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==

3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA==
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/kcOX6SlPfyxWNeRTpX9plusfQ==
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapblIBHwg==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
4112.4	Health Examinations - https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplusYhAUA==
4112.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/lDaVyYyEsX2uuayPhodYCw==
4112.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/RwoubYUMsslsh7slshAUvWrC2HpQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4212.4	Health Examinations - https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgsplusOA==
4212.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/K2kSL91OyCcPJiCAGQlplusMw==
4212.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/elWezLExrodwsXFsrcssdw==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/52emsslshp67h2WsdOEvrslshMFw==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/R8I3V22slshv8L1TDQ3lLl3wg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4312.4	Health Examinations - https://simbli.eboardsolutions.com/SU/n2s4CeoDPdaplusBzy0QkOCSw==
4312.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/hslshQwvW7ctM8plus871gvslshe29A==
4312.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/HdBqOe93olNlDwSZ3dCnUQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/2fZOgaza7FWB0KouzttxEA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/eP7p7amj6UOAQB1iaTOjdw==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/HVJ3whplusWmlRf3r0CZdyxmQ==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/lTUqleslshUZvmhzwogt8P3Ww==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==

5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/XT46XMcmU8mJQZPC1xpMfQ==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/slshplusvMQK2l4plusWZA4Xslsht0nhOA==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/NloHQDWcviplus6dLFcVFFo9Q==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/1fLNvPE0plussZLupslshmautkbw==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/QplusOL6joc2O14TslshRuGXoemA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/lcKgoSUplusCplusNw4UpTQRdl0A==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/MfyKHSPWgTOMUMcbEnYL4w==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/VWiUZgh4RGGeEslshVkslsh8VR1g==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/Cvhn2qSYRlRLP3bxx2fsjQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wIufamEAdcmeCnQqXP7A9Q==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
6142.6	Visual And Performing Arts Education - https://simbli.eboardsolutions.com/SU/9Oplus8QiiLFz8iEtY1xQwVXA==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/bxdO02orcknVGTfpbSK9vw==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/hbGCDAbQPplusslshdSybFLnA10Q==
6142.91	Reading/Language Arts Instruction - https://simbli.eboardsolutions.com/SU/jHkplusBplusnL6sM6K6C8Zc5KUw==
6142.92	Mathematics Instruction - https://simbli.eboardsolutions.com/SU/2kHeob8oTQU4G54jdJKp4w==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==

6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6154	Homework/Makeup Work - https://simbli.eboardsolutions.com/SU/ceT73NcXQVcuvaYslshGFplusfpA==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/VoppNbk4pBgl2gPK2huvrQ==
6163.4-E PDF(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/cMfYbPZNNyLJKpE7JPMKxg==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/captf1Q8oxwc3XTrVxLVag==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmIdwAg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==
6173-E PDF(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==
6173-E PDF(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dllGQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIlg==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViaylIA==
6176	Weekend/Saturday Classes - https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DlzGDIaaMaw==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/CE1yeUeHtTBGZocGRqIslshnQ==

Regulation 5148.2: Before/After School Programs

Status: ADOPTED

Original Adopted Date: 07/01/2015 | **Last Revised Date:** 12/01/~~2021~~2022 | **Last Reviewed Date:** 12/01/~~2021~~2022

CSBA NOTE: The district should revise the following administrative regulation to reflect the expanded learning opportunity programs, including before and/or after school program(s)), it offers and the grade levels at which the programs are offered. In addition to the program requirements described below, before-school and after-school programs may be subject to other district policies such as BP/AR 5148 - Child Care and Development, AR 3514.2 - Integrated Pest Management, and BP/AR 3550 - Food Service/Child Nutrition Program. The district should consult CSBA District and County Office of Education Legal Services or district legal counsel if it has questions regarding the applicability of other laws to the district's programs.

Definitions

Expanded learning opportunities means before school, after school, summer, ~~or intersession~~vacation, and/or intersessional learning programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. Expanded learning opportunities does not mean an extension of instructional time, but rather, opportunities to engage students in enrichment, play, nutrition, and other developmentally appropriate activities. (Education Code 8482.1, 46120)

Offer access, with regard to an Expanded Learning Opportunities (ELO) program, means to recruit, advertise, publicize, or solicit through culturally and linguistically effective and appropriate communication channels. (Education Code 46120)

Provide access, with regard to an ELO program, means to register or enroll a student in an ELO program. (Education Code 46120)

Unduplicated student means a student enrolled in a district who is either classified as an English learner, eligible for a free or reduced-price meal, or is a foster youth. (Education Code 42238.02, 46120)

Grades ~~K~~TK-9

CSBA NOTE: The following section is for use by districts providing before-school and/or after- school programs funded by the state After School Education and Safety Program (ASES) (Education Code 8482-8484.65), the federal 21st Century Community Learning Center ~~program~~Program (21st CCLC) (Education Code 8484.7-8484.9; 20 USC 7171-7176), or the Expanded Learning Opportunities Program (ELO) ~~program~~ (Education Code 46120).

ASES and 21st CCLC programs serve students who are in grades K-9 in an elementary, middle, or junior high school.

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades ~~K~~TK-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs. (Education Code 8484.8; 20 USC 7173)
The district's ELO program shall serve students in grades TK-6. (Education Code 46120)

CSBA NOTE: The following paragraphs reflect the extent to which a before/after school programs, including ASES, 21st CCLC and ELO programs, require collaborative planning. Districts may revise the following paragraphs to reflect programs offered by the district.]

The district's programs shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies, including city and county parks and recreation departments, local law enforcement, community organizations, and the private sector. As appropriate, the Superintendent or designee may include other stakeholders in such collaborative process. (Education Code 8482.5, 8484.75, 46120)

CSBA NOTE: Education Code 46120, as ~~added~~amended by AB ~~130~~181 (Ch. ~~44~~52, Statutes of ~~2021),~~ ~~establishes~~2022) and AB 185 (Ch. 571, Statutes of 2022), provides for the ~~Expanded Learning Opportunities (~~ELO) ~~Program~~ program and allocates funding to districts under a formula based on a district's percentage of unduplicated students and average daily attendance. For the ~~2021-22~~2022-23 school year, districts receiving funds are required to offer access to ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students. ~~For~~Commencing with the ~~2022-23~~2023-24 school year, districts ~~receiving funds~~with a prior fiscal year local control funding formula (LCFF) unduplicated pupil percentage (UPP) of at least 75 percent are required to offer access to ELO programs to all classroom-based students in grades TK-6 ~~access to ELO programs~~, and to ensure that access is provided to any student whose parent/guardian requests placement in ~~a~~an ELO program. Commencing with the 2023-24 school year, districts with a prior fiscal year LCFF UPP of less than 75 percent are required to offer access to ELO programs to all unduplicated students in grades TK-6 and ensure that access is provided to any unduplicated student whose parent/guardian requests placement in an ELO program. Districts are required to prioritize services at school sites in the lowest income communities, as determined by prior year percentages of students eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with ELO programs across their attendance area.

The following paragraph is for districts that receive ELO funds and should be deleted by districts that do not receive such funds. However, the California Department of Education's (CDE), "Expanded Learning Opportunities Program FAQs," clarifies that districts that receive funds for classroom-based instructional programs that serve grades TK-6 cannot opt-out of the ELO program funding.

~~The district's Expanded Learning Opportunities (ELO) program shall serve students in grades TK-6. For the 2021-22~~For the 2022-23 school year, the district shall offer access to ELO programs to all unduplicated students in grades TK-6 and provide access to such programs to at least 50 percent of enrolled unduplicated students. ~~Commencing with the 2022-23 school year, the district shall offer all students in grades TK-6 access to ELO programs, and ensure that access is provided to any student whose parent/guardian requests placement in a program.~~ (Education Code 46120~~)~~

CSBA NOTE: Beginning with the 2023-24 school year, Option 1 below is for use by districts with a prior fiscal year LCFF UPP of at least 75 percent. Option 2 is for districts with a prior fiscal year LCFF UPP of less than 75 percent.

OPTION 1: (For districts with a prior fiscal year local control funding formula unduplicated pupil percentage of at least 75 percent)

Commencing with the 2023-24 school year, the district shall offer access to the ELO program to all classroom-based students in grades TK-6. The district shall provide access to any student whose parent/guardian requests placement in an ELO program.

OPTION 2: (For districts with a prior fiscal year local control funding formula unduplicated pupil percentage of less than 75 percent)

The district shall offer access to the ELO program to all classroom-based unduplicated students in grades TK-6. The district shall provide access to any unduplicated student whose parent/guardian requests placement in an ELO program.

CSBA NOTE: ~~Education Code 8281.5, as added by AB 130 and amended by AB 167 (Ch. 252, Statutes of 2021), requires districts receiving grants through the~~The California Prekindergarten Planning and Implementation Grant Program, established pursuant to ~~develop a plan~~Education Code 8322, provides for ~~consideration by the Board at a public meeting on or before June 30, 2022 for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's ELO program, ASES Program, California~~ a state ~~preschool program, Head Start programs, and other community-based~~ early learning ~~and care programs.~~ initiative with the goal of expanding access to classroom-based prekindergarten programs. See BP 6170.1 - Transitional Kindergarten.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code ~~8281.5~~8322)

CSBA NOTE: Pursuant to Education Code 8484.75, programs funded through the 21st CCLC program are generally subject to the same program requirements applicable to ASES programs, with the exception of specified provisions primarily related to allocation of funds. , collaboration, and data collection. In contrast, ELO programs are explicitly subject to some but not all of the ASES requirements pursuant to Education Code 46120. However, the California Department of Education's (CDE)). "Expanded Learning Opportunities FAQs," emphasizes that districts are expected to uniformly apply the stricter ASES requirements to all programs since ASES, 21st CCLC, and ELO programs should be considered a single, comprehensive program. As such, the following section reflects the expectation that ELO programs will comply with all the requirements for ASES and 21st CCLC programs.

The following section applies to ASES, 21st CCLC, and ELO programs, except where otherwise noted, and should be revised to reflect the program(s) offered by the district.

The district's ASES, 21st CCLC, and ELO program(s) shall be operated in accordance with the following:

1. Program Elements

   a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3, 8484.75, 46120)

CSBA NOTE: Education Code 8482.3 requires that the program include an educational enrichment component which may include physical fitness. Pursuant to Education Code 8483.55 and 8484.8, ~~the~~ CDE has developed voluntary California After School Physical Activity Guidelines which are available on its web site.

   b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3, 8484.75, 46120)

CSBA NOTE: Pursuant to Education Code ~~8482~~8483.3, ~~after-school~~expanded learning opportunity programs ~~may~~ are required to offer a nutritional snack, meal, or both. Education Code 8482.3 requires that such snacks or meals ~~that~~ conform to applicable state or federal nutrition standards. Reimbursement for providing snacks is available through the National School Lunch Program and the Child and Adult Care Food Program (CACFP) for participating districts. Pursuant to the Healthy, Hunger-Free Kids Act of 2010 (42 USC 1766-1766a), after-school programs participating in the at-risk after-school care component of the CACFP may be reimbursed for serving full meals. Further information is available on the web sites of ~~the~~ CDE and the U.S. Department of Agriculture.

2. Nutrition

   a. ~~If snacks~~Snacks or meals ~~are~~ made available in the program, ~~they~~ shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3, 8484.75, 46120; 42 USC 1766-1766a; 7 CFR 226.17)

   b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1, 8484.75)

CSBA NOTE: Education Code 8482.3 provides that a program may be offered at one or multiple school sites. Program applications and U.S. Department of Education (USDOE) nonregulatory guidance, "21st Century Community Learning Centers," state that programs may be located off campus as long as the facility is as available and accessible to students as if it were located at a school.

3. Location of Program

   a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3, 8484.75)

b. When there is a significant barrier to student participation in either the before- school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8, 8484.75)

i. Fewer than 20 students participating in the program component

ii. Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

iii. A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8, 8484.75)

4. Staffing

a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 8484.75, 45330, 45344, 45344.5)

CSBA NOTE: Pursuant to Education Code 8483.4, program staff and volunteers are required to meet health screening and fingerprint clearance requirements. Education Code 49024 provides that the requirement to obtain an Activity Supervisor Clearance Certificate prior to beginning a paid or volunteer position is satisfied by clearing a Department of Justice and Federal Bureau of Investigation criminal background check.

b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4, 8484.75)

c. The student-to-staff ratio shall be no more than 20 to 1, except that programs serving transitional kindergarten or kindergarten students shall maintain a student- to-staff member ratio of no more than 10 to 1 (Education Code 8483.4, 8484.75, 46120)

5. Hours of Operation

~~5.~~ CSBA NOTE: Pursuant to Education Code 46120, ELO programs must provide in-person before or after school expanded learning opportunities offered on school days that, when added to daily instructional minutes, recess, and meals, meet certain hourly requirements, as specified. Item #5(a) and 5(b) below do not apply to ELO programs offered pursuant to Education Code 46120.

a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1, 8484.75)

CSBA NOTE: Pursuant to Education Code 8483, as amended by AB 2622 (Ch. 265, Statutes of 2018), ASES programs that operate at a school site located in an area that has a population density of less than 11 persons per square mile may end operating hours not earlier than 5 p.m. The following paragraph can be revised to reflect district programs.

b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483, 8484.75)

~~CSBA NOTE: Pursuant to Education Code 46120, as added AB 130 and amended by AB 167, ELO programs must provide in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.~~

c. An ELO program shall provide in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, shall not be less than nine hours of combined instructional time and expanded learning opportunities per instructional day. (Education Code 46120)

6. Admissions

a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6, 8484.75)

b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

i. First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year, to students who are identified by the program as being in foster care, and to students who are eligible for free or reduced- price meals. (Education Code 8483, 8483.1, 8484.75)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth, or student eligible for free or reduced price meals, of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483, 8484.75)

CSBA NOTE: Item #(2) below is for use by districts that maintain middle or junior high schools.

ii. Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1, 8484.75)

CSBA NOTE: Items #(3)-(5) are optional and may be revised or expanded to include enrollment priorities established by the district.

iii. Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.

iv. Any remaining capacity shall be filled by students selected at random.

v. A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

CSBA NOTE: Education Code 8483 and 8483.1 express legislative intent that elementary students attend the full program day of either the before-school or after-school program every day in which they participate. , and districts are mandated to establish a policy regarding reasonable early daily release of students from the after-school program and reasonable late arrival to a before-school program. Education Code 8483 and 8483.1 allow districts to implement a flexible attendance schedule for students in middle or junior high school. Education Code 8483.1 specifies that, for before-school programs, students who attend less than one-half of the daily program hours may not be counted for attendance purposes.

~~Pursuant~~CDE's, "Early Release and Late Arrival Guidance," recommends that late arrival and early release policies be implemented by establishing codes for various reasons of early release or late arrival and includes sample codes.

In contrast, CDE's, "Expanded Learning Opportunities Program FAQ," explains that ELO Programs offered pursuant to Education Code ~~8483,~~46120 do not have an attendance requirement, but rather districts ~~offering an after-school program~~ are ~~mandated~~encouraged to ~~establish a policy regarding reasonable early daily release of students from the after-school program. Education Code 8483.1 mandates districts offering a before-school program to establish a policy regarding reasonable late daily arrival of students.~~ track student attendance for safety and continuous quality improvement purposes.

The following items should be revised to reflect district practice.

a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that the student participates. An ELO program offered pursuant to Education Code 46120 does not

have an attendance requirement, but the district may track student attendance for safety and continuous quality improvement purposes.

b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival for the before- school program or the reasonable early daily release from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

CSBA NOTE: Item #8 below is for use by districts that offer a program during summer, intersession, or vacation periods. Pursuant to Education Code 8483.76, a school that establishes a before -school or after-school program is eligible to receive a supplemental grant to operate the program in excess of 180 regular school days or during any combination of summer, weekends, intersession, or vacation periods for a maximum of 30 percent of the total grant amount awarded, per school year, to the school.

Pursuant to Education Code 46120, ELO programs are required to offer no less than nine hours of in-person expanded learning opportunities per day for at least 30 non-school days during intersessional periods.

8. Summer/Intersession/Vacation Programs

a. ELO programs shall offer no less than nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, during intersessional periods.

b. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)

c. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)

d. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)

e. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)

CSBA NOTE: Education Code 8483.76 mandates that a district operating a six-hour program adopt an attendance and early release policy for the program that is consistent with the district's early

release policy for the regular school day; see item #7 above. This policy must be included in the program plan submitted to CDE.

f. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

Grades 9-12

CSBA NOTE: The following section is for use by districts providing before-school and/or after- school programs funded through 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program (Education Code 8420-8428; 20 USC 7171-7176).

Pursuant to Education Code 46120, districts may, but are not required to, serve students in grades 7-12 in ELO programs.

The district's 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program shall serve students in any of grades 9-12 as the district may determine based on local needs. (Education Code 8421)

CSBA NOTE: The following paragraph reflects the collaborative planning requirements for the ASSETs program.

The district's ASSETs program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422)

The program shall be operated in accordance with the following guidelines:

1. Program Elements

   a. The program shall include an academic assistance element that is coordinated with the regular academic program and includes, but is not limited to, at least one of the following: (Education Code 8421)

      i. Tutoring

      ii. Career exploration, including activities that help students develop the knowledge and skills that are relevant to their career interests and reinforce academic content

      iii. Homework assistance

      iv. College preparation, including information about the Cal Grant program pursuant to Education Code 69430-69460

   b. The program shall include an enrichment element that may include, but is not limited to: (Education Code 8421)

i. Community service

ii. Career and technical education

iii. Job readiness

iv. Opportunities for mentoring and tutoring younger students

v. Service learning

vi. Arts

vii. Computer and technology training

viii. Physical fitness

ix. Recreation activities

CSBA NOTE: Education Code 8423 requires the ASSETs program to include a physical activity element. See CDE's , "California After School Physical Activity Guidelines, ~~available on its web site.~~"

c. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)

d. The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)

e. The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)

2. Location of Program

a. The district's program may operate on one or multiple school sites or at another location approved by CDE. (Education Code 8421)

b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)

3. Hours of Operation

a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)

b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

Volunteers

CSBA NOTE: The following optional section is for use by districts that choose to create a registry of volunteer after-school physical recreation instructors or other volunteers pursuant to Education Code 35021.3, and may be used by districts that provide an ASES, 21st CCLC, ASSETs, ELO, or any other local program. When the district opts to use a registry created by a county office of education pursuant to Education Code 35021.3 rather than develop its own, the following section may be revised to inform district staff about the county registry and encourage its use.

Pursuant to Education Code 35021.3, after-school instruction in physical recreation provided by a volunteer does not count toward satisfaction of physical education requirements pertaining to the number of instructional minutes or course completion for high school graduation; see BP/AR 6142.7 - Physical Education and Activity and BP 6146.1 - High School Graduation Requirements. The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

CSBA NOTE: Education Code 35021.3 requires volunteers to submit to a criminal background check and authorizes, but does not require, the district to contribute funds to pay for all or part of the background check. Pursuant to Education Code 35021.3, the district may expand the following paragraph to impose additional requirements on volunteers (e.g., certification in cardiopulmonary resuscitation).

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. The volunteer shall also submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

CSBA NOTE: The following section applies to ASES, 21st CCLC, and ASSETs programs.

Pursuant to Education Code 8426 and 8484, CDE may terminate a grant if, for three consecutive years, the program fails to demonstrate measurable program outcomes or fails to attain 75 percent of its proposed attendance levels. For this purpose, CDE may consider a comparison of participating and nonparticipating students at the same school site or other factors.

The Superintendent or designee shall annually submit to CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis

CSBA NOTE: Education Code 8427 requires programs to submit evidence of a program quality improvement process that is based on standards developed by CDE. ~~CDE's~~Such program quality standards, can be found in CDE's, "Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, ~~are available on its web site.~~"

2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

---

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

State	Description
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17264	New construction; accommodation of before- and after- school programs
Ed. Code 35021.3	After-school physical recreation instructors
Ed. Code 45125	Criminal record check
Ed. Code 45330	Paraprofessionals; instructional aides
Ed. Code 45340-45349	Paraprofessionals; instructional aides
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49430-49434	Nutrition standards
Ed. Code 49540-49546	Child care food program
Ed. Code 49553	Free or reduced-price meals
Ed. Code 69430-69460	Cal Grant program
Ed. Code 8263	Eligibility and priorities for subsidized child development services
~~Ed. Code 8263.4~~	~~Enrollment of students ages 11-12 years~~
Ed. Code 8273.1	Family fees; exemptions
Ed. Code ~~8281.5~~8322	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8295-8305	Child development program; personnel qualifications
Ed. Code 8350-8359.1	Programs for CalWORKS recipients
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8420-8428	21st Century After-School Program for Teens
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Ed. Code 8490-8490.7	Distinguished After School Health Recognition Program

W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12

Federal	**Description**
20 USC 6311	State plan
20 USC 6314	Title I schoolwide program
20 USC 7171-7176	21st Century Community Learning Centers
42 USC 11434a	Education for homeless children and youths
42 USC 1766-1766a	Child and Adult Care Food Program
7 CFR 226.17	Child care center nutrition standards

Management Resources	**Description**
California Department of Education Publication	Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, ~~August 2020~~January 2022
California Department of Education Publication	21st CCLC and ASSETs FAQs, ~~September 2020~~October 2022
California Department of Education Publication	Request for Applications: 21st Century ~~High School~~Community Learning Centers and After School Safety and Enrichment for Teens, September ~~2020~~2022
~~California Department of Education Publication~~	~~Request for Applications: 21st Century Community Learning Centers Elementary/Middle Schools, September 2020~~
California Department of Education Publication	Expanded Learning Opportunities Program FAQs, ~~October 2021~~July 2022
California Department of Education Publication	A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014
California Department of Education Publication	California After School Physical Activity Guidelines, 2009
California Department of Education Publication	Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014
U.S. Department of Education Publication	21st Century Community Learning Centers, Nonregulatory Guidance, February 2003
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Expanded Learning
Website	U.S. Department of Agriculture
Website	California Child and Adult Care Food Program
Website	California School-Age Consortium

Website	Partnership for Children and Youth
Website	California Afterschool Network
Website	California Healthy Kids Survey
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools

3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3540	Transportation
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3580	District Records
3580	District Records
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4331	Staff Development
5030	Student Wellness
5131.6	Alcohol And Other Drugs

5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5137	Positive School Climate
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.23	Asthma Management
5141.23	Asthma Management
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6142.4	Service Learning/Community Service Classes
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6145	Extracurricular And Cocurricular Activities

6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education
6178	Career Technical Education
6179	Supplemental Instruction

Regulation 5148.2: Before/After School Programs

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 03/10/2022 **| Last Reviewed Date:** 03/10/2022

Definitions

Expanded learning opportunities means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. Expanded learning opportunities does not mean an extension of instructional time, but rather, opportunities to engage students in enrichment, play, nutrition, and other developmentally appropriate activities. (Education Code 8482.1, 46120)

Unduplicated student means a student enrolled in a district who is either classified as an English learner, eligible for a free or reduced-price meal, or is a foster youth. (Education Code 42238.02, 46120)

Grades K-8

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades K-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs. (Education Code 8484.8; 20 USC 7173)

The district's Expanded Learning Opportunities (ELO) program shall serve students in grades TK-6. For the 2021-22 school year, the district shall offer access to ELO programs to all unduplicated students in grades TK-6 and provide access to such programs to at least 50 percent of enrolled unduplicated students. Commencing with the 2022-23 school year, the district shall offer all students in grades TK-6 access to ELO programs, and ensure that access is provided to any student whose parent/guardian requests placement in a program. (Education Code 46120)

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

The district's ASES, 21st CCLC, and ELO program(s) shall be operated in accordance with the following:

1. Program Elements

    a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3, 8484.75, 46120)

    b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3, 8484.75, 46120)

2. Nutrition

    a. If snacks or meals are made available in the program, they shall conform to nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3, 8484.75, 46120; 42 USC 1766-1766a; 7 CFR 226.17)

    b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1, 8484.75)

3. Location of Program

a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3, 8484.75)

b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8, 8484.75)

i. Fewer than 20 students participating in the program component

ii. Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

iii. A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8, 8484.75)

4. Staffing

a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, 8484.75, 45330, 45344, 45344.5)

b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4, 8484.75)

c. The student-to-staff ratio shall be no more than 20 to 1, except that programs serving transitional kindergarten or kindergarten students shall maintain a student-to-staff member ratio of no more than 10 to 1 (Education Code 8483.4, 8484.75, 46120)

5. Hours of Operation

a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1, 8484.75)

b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483, 8484.75)

c. An ELO program shall provide in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, shall not be less than nine hours of combined instructional time and expanded learning opportunities per instructional day. (Education Code 46120)

6. Admissions

a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6, 8484.75)

b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

i. First priority for enrollment shall be given to students who are identified as homeless youth, as

defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year, to students who are identified by the program as being in foster care, and to students who are eligible for free or reduced-price meals. (Education Code 8483, 8483.1, 8484.75)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483, 8484.75)

ii. Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1, 8484.75)

iii. Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.

iv. Any remaining capacity shall be filled by students selected at random.

v. A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that the student participates.

b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival for the before-school program or the reasonable early daily release from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

8. Summer/Intersession/Vacation Programs

a. ELO programs shall offer no less than nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, during intersessional periods.

b. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)

c. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)

d. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)

e. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)

f. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

1. Program Elements

a. The program shall include a nutritional snack and/or meal and a physical activity element. (Education Code 8423)

b. The program shall provide for access to, and availability of, computers and technology. (Education Code 8423)

c. The Superintendent or designee shall assess students' preferences for program activities. (Education Code 8423)

2. Location of Program

a. The district's program may operate on one or multiple school sites or at another location approved by CDE. (Education Code 8421)

b. If applying for a location off school grounds, the Superintendent or designee shall ensure that safe transportation is available for students, if necessary, and the program is at least as available and accessible as similar programs conducted on school sites. (Education Code 8421)

3. Hours of Operation

a. The district's program shall operate for a minimum of 15 hours per week. (Education Code 8421)

b. The district's program may be operated either after school only or for any combination of after school, before school, weekends, summer, intersession, and vacations. (Education Code 8422)

Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. The volunteer shall also submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

The Superintendent or designee shall annually submit to CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis

2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

---

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 17260-17268	Plans and specifications for school facilities - https://simbli.eboardsolutions.com/SU/K93eKC5SslshBGM5azLOpZgjg==
Ed. Code 17264	New construction; accommodation of before- and after-school programs

Ed. Code 35021.3	After-school physical recreation instructors
Ed. Code 45125	Criminal record check
Ed. Code 45330	Paraprofessionals; instructional aides
Ed. Code 45340-45349	Paraprofessionals; instructional aides
Ed. Code 46120	Expanded learning opportunities
Ed. Code 49024	Activity Supervisor Clearance Certificate
Ed. Code 49430-49434	Nutrition standards
Ed. Code 49540-49546	Child care food program
Ed. Code 49553	Free or reduced-price meals
Ed. Code 69430-69460	Cal Grant program
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8273.1	Family fees; exemptions
Ed. Code 8295-8305	Child development program; personnel qualifications
Ed. Code 8322	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8350-8359.1	Programs for CalWORKS recipients
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8420-8428	21st Century High School After School Safety and Enrichment Program for Teens
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Ed. Code 8490-8490.7	Distinguished After School Health Recognition Program
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10273	Preferred placement for otherwise eligible children ages 11 or 12

Federal References	**Description**
20 USC 6311	State plan
20 USC 6314	Title I schoolwide program
20 USC 7171-7176	21st Century Community Learning Centers
42 USC 11434a	Education for homeless children and youths
42 USC 1766-1766a	Child and Adult Care Food Program
7 CFR 226.17	Child care center nutrition standards

Management Resources References	**Description**
California Department of Education Publication	Early Release and Late Arrival Guidance, December 2021
California Department of Education Publication	Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, January 2022
California Department of Education Publication	21st CCLC and ASSETs FAQs, October 2022
California Department of Education Publication	Request for Applications: 21st Century Community Learning Centers and After School Safety and Enrichment for Teens, September 2022
California Department of Education Publication	Expanded Learning Opportunities Program FAQs, July 2022
California Department of Education Publication	Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014

California Department of Education Publication	A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014
California Department of Education Publication	California After School Physical Activity Guidelines, 2009
U.S. Department of Education Publication	21st Century Community Learning Centers, Nonregulatory Guidance, February 2003
Website	California Afterschool Network - https://simbli.eboardsolutions.com/SU/SxeV5viyxZcyTRCEjxToLg==
Website	California Child and Adult Care Food Program - https://simbli.eboardsolutions.com/SU/NJK4oDHRD9iO9OQxRYnX1g==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education, Expanded Learning - https://simbli.eboardsolutions.com/SU/0DHRmislU5JVqzrlbgBQSQ==
Website	U.S. Department of Agriculture - https://simbli.eboardsolutions.com/SU/njpdBqDfo1Mslsh1ZLplusszTslshRw==
Website	California School-Age Consortium - https://simbli.eboardsolutions.com/SU/laEri3DXJqbiplusxNsL8qbiA==
Website	Partnership for Children and Youth - https://simbli.eboardsolutions.com/SU/boIfLRuzs4Pl63kJl3082w==
Website	California Healthy Kids Survey - https://simbli.eboardsolutions.com/SU/pB1UyKy4ocu6w934wTYg4g==
Website	Commission on Teacher Credentialing - https://simbli.eboardsolutions.com/SU/cxWNiqRUuIsaq7efc7aH4Q==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==

Cross References	**Description**
0000	Vision - https://simbli.eboardsolutions.com/SU/u5qD89SrQMplus85pcm4Ju8ww==
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/VlhslshSaGqXuTsCMKpG2plusbSQ==
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6Iw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/x1QewT4YgzruZITbYpBsCw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/AEEKECijKNmVMzEslshyCbIkw==

1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/9uDcSKI7uugETmCykVahHQ==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/IsP74bct6ZWIEplusMslshUslshDk0g==
1330-E PDF(1)	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/CNUwUvT05G0aH7gGIK9dqA==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/NdfFmK3KRDWa7ZhbLQia8g==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/xQsi8XCX1iXiQIrdQ6mqHw==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/rCoU3YDeQiauvp8P9pTGvA==
3540	Transportation - https://simbli.eboardsolutions.com/SU/slshclvbUeI8IUDuhRQyMLnbg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/i2XE6plusoAe0A5pE5TWHBaQA==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/y3nAvz7wK8dK46NGAKvvCg==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/rQ60kSLQYHiC8hW9GplusDtFw==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/lAJDgoYlIDjrGK0VsaiTUA==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZklSdlwmOsXWZslshJVDeA==
3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/kcOX6SlPfyxWNeRTpX9plusfQ==

3554	Other Food Sales - https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapbIIBHwg==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
4112.4	Health Examinations - https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplusYhAUA==
4112.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/lDaVyYyEsX2uuayPhodYCw==
4112.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/RwoubYUMsslsh7slshAUvWrC2HpQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4212.4	Health Examinations - https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgsplusOA==
4212.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/K2kSL91OyCcPJiCAGQlplusMw==
4212.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/elWezLExrodwsXFsrcssdw==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/52emsslshp67h2WsdOEvrslshMFw==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/R8I3V22slshv8L1TDQ3ILl3wg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4312.4	Health Examinations - https://simbli.eboardsolutions.com/SU/n2s4CeoDPdaplusBzy0QkOCSw==
4312.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/hslshQwvW7ctM8plus871gvslshe29A==
4312.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/HdBqOe93olNlDwSZ3dCnUQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/2fZOgaza7FWB0KouzttxEA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/eP7p7amj6UOAQB1iaTOjdw==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/HVJ3whplusWmIRf3r0CZdyxmQ==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/lTUqleslshUZvmhzwogt8P3Ww==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/XT46XMcmU8mJQZPC1xpMfQ==
5141.21	Administering Medication And Monitoring Health Conditions - https://simbli.eboardsolutions.com/SU/slshplusvMQK2l4plusWZA4Xslsht0nhOA==

5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/NloHQDWcviplus6dLFcVFFo9Q==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/1fLNvPE0plussZLupslshmautkbw==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/QplusOL6joc2O14TslshRuGXoemA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/lcKgoSUplusCplusNw4UpTQRdl0A==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/MfyKHSPWgTOMUMcbEnYL4w==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/VWiUZgh4RGGeEslshVkslsh8VR1g==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/Cvhn2qSYRlRLP3bxx2fsjQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wIufamEAdcmeCnQqXP7A9Q==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
6142.6	Visual And Performing Arts Education - https://simbli.eboardsolutions.com/SU/9Oplus8QiiLFz8iEtY1xQwVXA==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/bxdO02orcknVGTfpbSK9vw==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/hbGCDAbQPplusslshdSybFLnA10Q==
6142.91	Reading/Language Arts Instruction - https://simbli.eboardsolutions.com/SU/jHkplusBplusnL6sM6K6C8Zc5KUw==
6142.92	Mathematics Instruction - https://simbli.eboardsolutions.com/SU/2kHeob8oTQU4G54jdJKp4w==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6154	Homework/Makeup Work - https://simbli.eboardsolutions.com/SU/ceT73NcXQVcuvaYslshGFplusfpA==

6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/VoppNbk4pBgl2gPK2huvrQ==
6163.4-E PDF(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/cMfYbPZNNyLJKpE7JPMKxg==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/captf1Q8oxwc3XTrVxLVag==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmldwAg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==
6173-E PDF(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==
6173-E PDF(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dllGQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIIg==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViaylIA==
6176	Weekend/Saturday Classes - https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DlzGDIaaMaw==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/CE1yeUeHtTBGZocGRqIslshnQ==

Policy 5148.3: Preschool/Early Childhood Education **Status:** ADOPTED

Original Adopted Date: 11/01/2012 | **Last Revised Date:** 12/01/~~2021~~2022 | **Last Reviewed Date:** 12/01/~~2021~~2022

CSBA NOTE: The following optional policy may be used by districts that operate their own preschool/early childhood education programs and/or collaborate to provide preschool opportunities within the community. CSBA's publication , "What Boards of Education Can Do about Kindergarten Readiness," provides information about the characteristics of effective preschool programs and actions that the district and Governing Board can take to encourage and/or provide high-quality preschool education.

Pursuant to AB 131 (Ch. 116, Statutes of 2021), the statutes that govern the California State Preschool Program (CSPP) were renumbered within the Education Code. In addition, pursuant to AB 131, the statutes that govern child care programs under the Child Care and Development Services Act were repealed from the Education Code and reenacted in the Welfare and Institutions Code. Education Code 8207, as added by AB 131, clarifies that the Superintendent of Public Instruction (SPI) and the California Department of Education (CDE) retain administrative supervision of the CSPP.

~~In December 2020, the SPI initiated the rulemaking process for revised implementing regulations for the CSPP. Once final, these regulations may affect this policy and the accompanying administrative regulation.~~

~~Education Code 8281.5, as added by AB 130 (Ch. 44, Statutes of 2021~~Education Code 8320, as added by AB 210 (Ch. 62, Statutes of 2022) and amended by AB 185 (Ch. 571, Statutes of 2022), establishes the California Universal Preschool Planning Grant Program, with the goal of expanding access to preschool programs for 3-year old and 4-year-old children universally across the state, through a mixed- delivery system by a variety of providers, programs, and settings such as Head Start agencies and other public, private, or proprietary agencies. Under the program, grants are awarded per county, based on collaborative planning among the local child care and development planning council, school districts and other local educational agencies, public and private agencies, and other community members, to ensure that activities conducted under the grant meet community needs for universal preschool in a mixed- delivery system which are not already addressed.

Education Code 8322, as renumbered by SB 1380 (Ch. 28, Statutes of 2022), establishes the California Prekindergarten Planning and Implementation Grant Program as an early learning initiative with the goal of expanding access to classroom-based prekindergarten programs at districts. The program allocates funding to all districts that operate kindergarten programs through minimum base grants, enrollment grants based on a district's kindergarten enrollment, and supplemental grants based on a district's percentage of unduplicated students. Grant funds may be used for costs associated with creating or expanding CSPP programs or transitional kindergarten (TK) programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the district, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year- old children. Allowable costs include, but are not necessarily limited to, planning costs, hiring and recruitment costs, staff training and professional development, classroom materials, and supplies.

Pursuant to ~~AB 131, the Legislature allocated additional funds to provide subsidized child care and CSPP programs with COVID-19 pandemic-related assistance.~~ Education Code 8252, as amended ~~and renumbered~~ by AB ~~131, requires~~210, districts are required to waive family fees for all families receiving

subsidized child care services from CSPP programs during the ~~2021-22~~2022-23 school year. See the accompanying administrative regulation for more information regarding waiver of fees.

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, and acquisition of instructional knowledge, skills, and abilities. The Board desires to provide a supervised, and cognitively rich learning environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

CSBA NOTE: The following optional paragraphs may be used by all districts, regardless of whether they provide their own preschool programs, and may be revised to reflect district practice.

Welfare and Institutions Code 10480-10487 establish county-level child care and development planning councils, with members selected by the County Board of Supervisors and County Superintendent of Schools, to identify local priorities for child care, including preschool programs, and to develop policies to meet identified needs; see BP 5148 - Child Care and Development. Such councils may also develop centralized student eligibility lists; see the section ~~on~~ "Enrollment Priority" in the accompanying administrative regulation.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

CSBA NOTE: Pursuant to 5 CCR 17745, as adopted in Register 2022, No. 26, in addition to other eligibility requirements, a child and the child's parents/guardians must live in California while the child is receiving services.

To receive preschool services, a child and the child's parent(s)/guardian(s) shall be required to provide evidence of residency in California. However, any person identified as experiencing homelessness shall only be required to submit a declaration that the person resides in California. (5 CCR 17745)

Preschool eligibility determinations shall be made without regard to a child's immigration status or that of the child's parent(s)/guardian(s) unless the child or the child's parent(s)/guardian(s) are under a final order of deportation from the United States Department of Homeland Security. (5 CCR 17745)

District Preschool Programs

CSBA NOTE: The following optional section is for use by districts that choose to provide preschool/early childhood education programs for three-~~year-old~~ and four-year-old children and should be revised to reflect district practice.

The district may contract with CDE to offer a program through the CSPP pursuant to Education Code 8200-8340. Three-~~year-old~~ and four-year-old children from low-income or otherwise disadvantaged families may be eligible for subsidized services. See the accompanying administrative regulation for major program requirements for CSPP.

Pursuant to Education Code 8207, ~~as amended by AB 131,~~ CSPP programs may be part-day or full-day programs that are age and developmentally appropriate. See the accompanying administrative regulation for details.

Preschool programs may also receive funding through the state migrant child care and development program (Welfare and Institutions Code 10235-10238), child care and development services for children with special needs program (Welfare and Institutions Code 10260-10263), federal Head Start program (42 USC 9831-~~9852~~9852c), Title I preschool program (20 USC 6311-6322), or other funding sources available to the district.

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

CSBA NOTE: Pursuant to Health and Safety Code 1596.792, CSPP programs that are operated in a school building by a school district under contract with CDE are exempted from licensure and regulation requirements of Health and Safety Code 1596.70-1597.21. However, such CSPP programs are required to comply with other specified health and safety requirements, including the Field Act, California Building Standards Code, requirements for kindergarten classrooms specified in 5 CCR 14001- ~~14306~~14036, and requirements for CSPP programs specified in 5 CCR ~~18000-18308.~~

~~Pursuant~~17700-17833.

Education Code 8207, as amended by SB 1047 (Ch. 923, Statutes of 2022), requires any CSPP program to provide early learning and care and comply with Health and Safety Code 1596.955 and all other applicable statutory and regulatory requirements, including, but not limited to, the requirement of Education Code 8205~~, as amended and renumbered by AB 131,~~ that any child under four years of age ~~shall~~ be served only in a CSPP facility licensed in accordance with Title 22 of the California Code of Regulations.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

CSBA NOTE: Pursuant to 5 CCR ~~18130 specifies the state regulations for child care and development programs that are applicable to CSPP programs, including the requirement~~17701, as adopted in ~~5 CCR 18271 that~~Register 2022, No. 26, the Board is required to approve a written philosophical statement, goals, ~~and~~ objectives, and requirements addressing each program component specified in 5 CCR ~~18272- 18281.~~17701-17711, as adopted in Register 2022, No. 26. See the accompanying administrative regulation ~~and AR 5148 - Child Care and Development~~ for further information about these required program components.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR ~~18272-18281~~17701-17711 and the accompanying administrative regulation. (5 CCR ~~18271~~17701)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

CSBA NOTE: Pursuant to Education Code 17375, ~~as amended by AB 130 and AB 167 (Ch. 252, Statutes of 2021),~~ districts may be awarded grants for the construction of new preschool classrooms or the modernization of existing preschool classrooms pursuant to the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program.

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options

for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

CSBA NOTE: The following optional paragraph provides for coordination of the preschool program with the TK program and may be revised to reflect district practice. ~~Education Code 48000, as amended by AB 130 and AB 167, requires districts receiving TK apportionment to offer to any child whose fifth birthday is between September 2 and December 2 a TK program as the first year of a two-year kindergarten program and~~Education Code 48000 revises the timespans for mandatory admittance requirements to be phased in starting in the 2022-23 school year to the 2025-2026 school year; see BP 6170.1 - Transitional Kindergarten.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

CSBA NOTE: Pursuant to Education Code 48000~~, as amended by AB 130 and AB 167,~~ a child's eligibility for TK enrollment may not impact family eligibility for a preschool or childcare program. Education Code 8205~~, as renumbered and amended by AB 131,~~ clarifies that four-year-old children who are eligible to participate in a CSPP program include those children whose 5th birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

CSBA NOTE: CDE has developed voluntary "preschool learning foundations" which describe the knowledge, skills, and competencies that children are expected to exhibit as they complete their first or second year of preschool. These standards address essential skills in the subject areas listed below. The standards and companion preschool curriculum frameworks are available on CDE's web site.

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

~~CSBA NOTE: Education Code 8203, as amended by AB 1363 (Ch. 498, Statutes of 2021),~~CSBA NOTE: Pursuant to Education Code 8241.5, as amended by AB 210 and AB 185, preschool providers are required to identify dual language learners enrolled in specified preschool programs through a family language instrument and a family language and interest interview, and to report child and program data related to dual language learners to CDE. Education Code 8203 requires the quality indicators for CSPP programs to include activities and services that meet the needs of dual language learners for ~~support in the development of their home language and English, and is reflected in the following~~ paragraph.

The Superintendent or designee shall identify dual language learners in district preschool programs, and shall collect and report related data to CDE as required by Education Code 8241.5. The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

CSBA NOTE: The following paragraph reflects Education Code 8208, as amended by AB 210 and SB 1047, which provides that, starting July 1, 2022 – June 30, 2023, at least 5 percent of enrollment into

subsidized preschool must be reserved for children with exceptional needs and increases the number to 7.5 percent on July 1, 2023 and 10 percent from July 1, 2024.

The district's preschool program shall serve children with exceptional needs as required by Education Code 8208. Children with exceptional needs attending any CSPP program shall be educated in the least restrictive environment in accordance with 20 USC 1412.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

CSBA NOTE: Pursuant to Education Code 8207~~, as amended and renumbered by AB 131~~, CSPP programs must include certain required components, as reflected in the accompanying administrative regulation.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

CSBA NOTE: The Commission on Teacher Credentialing issues permits for child development program directors, site supervisors, ~~master~~and teachers~~, teachers, associate teachers, and assistants~~ pursuant to criteria established in Education Code 8205 and 8298, ~~as renumbered and amended by AB 131,~~ and 5 CCR ~~80105-80125.~~ 17717-17721, as adopted in Register 2022, No. 26. The district may request from CDE a waiver of the qualification requirements for a site supervisor upon demonstration of a compelling need, in accordance with Education Code 8205 and 5 CCR ~~18295~~17719.

Health and Safety Code 1596.7995 requires that employees and volunteers at a day care center be immunized against influenza, pertussis, and measles, with specified exemptions. In addition, Health and Safety Code 1597.055 requires that teachers in a day care center obtain a tuberculosis clearance. See the accompanying administrative regulation.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

CSBA NOTE: ~~Pursuant to~~ 5 CCR ~~18130, CSPP programs are subject to the requirements of 5 CCR 18105. 5 CCR 18105~~17743, as adopted in Register 2022, No. 26, mandates that districts offering a CSPP program develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218.1, as provided in the following paragraph. See the accompanying administrative regulation for additional language that fulfills this mandate.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (5 CCR ~~18105~~17743; 22 CCR 101218.1)

CSBA NOTE: Education Code 8208, 8210, and 8211, as amended ~~and renumbered~~ by AB ~~131~~210 and 185, and 5 CCR ~~18106 establish~~17746-17748 revised eligibility criteria and enrollment priorities for subsidized preschool services, as provided below and in the accompanying administrative regulation.

Eligibility is generally limited to children who reside within district boundaries. However, Education Code 8267~~, as amended and renumbered by AB 131, and 5 CCR 18107 authorize~~ authorizes the Board to enter into an agreement with the boards of other districts to serve children who reside within those districts. The district may revise the following paragraph to reflect any such agreement approved by the Board.

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR ~~18106~~17746-17748.

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 8207, ~~as amended and renumbered by AB 131,~~ programs operated under the CSPP may be part-day or full-day programs.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

~~CSBA NOTE: Education Code 8281.5, as added by AB 130 and amended by AB 167, requires districts receiving grants through the California Prekindergarten Planning and Implementation Grant Program to develop a plan for consideration by the board at a public meeting on or before June 30, 2022 for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the local educational agency's expanding learning offerings, the After School Education and Safety Program, the CSPP, Head Start programs, and other community-based early learning and care programs. See BP 6170.1 - Transitional Kindergarten.~~

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code ~~8281.5~~8322)

~~CSBA NOTE: Pursuant AB 131, the Legislature allocated additional funds to provide subsidized child care and CSPP programs with COVID-19 pandemic related assistance. To receive the additional funding, a CSPP program that is funded to be operational, but which is physically closed by local or state public health order or guidance due to the COVID-19 pandemic, is required to provide distance learning services as specified by CDE in Management Bulletin 21-11, Reopening, Reimbursement, Distance Learning Plans, and Distance Learning Requirements for California State Preschool Program Contractors.~~CSBA NOTE: Pursuant to 5 CCR 17709-17711, as adopted in Register 2022, No. 26, the district is required to conduct an annual self-evaluation that includes, but is not limited to, an assessment of the program by staff and the Board, a parent/guardian survey, and an environment rating scale using forms identified in 5 CCR 17700, as adopted in Register 2022, No. 26. In addition, pursuant to 5 CCR 17794, as adopted in Register 2022, No. 26, CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) of each contract agency at least once every four years. The FPM/CMR instrument is available on CDE's web site.

Education Code 8203.1 establishes the early learning quality rating and improvement system (QRIS) block grant to support continuous local improvement efforts that increase the number of low-income children in high-quality preschool programs. Grant funds may be awarded to eligible local consortia, which then allocate funds to districts and other agencies contracting to provide CSPP programs. Pursuant to Education Code 8203.1, QRIS is based on a tiered rating structure with progressively higher quality standards for each tier. It is designed to (1) provide supports and incentives for programs, teachers, and administrators to reach higher levels of quality; (2) monitor and evaluate program impacts on child outcomes; and (3) disseminate information to parents/guardians and the public about program quality.

For further information about the QRIS block grant, see CDE's web site and its publication, "Dream Big for Our Youngest Children."

~~When a district CSPP program is physically closed by local or state public health order due to the COVID- 19 pandemic, the district shall provide distance learning to preschool children when required to do so as a condition of funding or when required by law.~~

~~CSBA NOTE: 5 CCR 18279-18281 require an annual evaluation using CDE's standardized "Desired Results for Children and Families" system. The system requires a self-evaluation that includes, but is not limited to, an assessment of the program by staff and the Board, a parent/guardian survey, and an environment rating scale using forms selected by CDE. In addition, every three years, CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) process with each contract agency which reviews compliance with program requirements. The FPM/CMR instrument is available on CDE's web site.~~

~~Education Code 8203.1 establishes the early learning quality rating and improvement system (QRIS) block grant to support continuous local improvement efforts that increase the number of low-income children in high-quality preschool programs. Grant funds may be awarded to eligible local consortia, which then allocate funds to districts and other agencies contracting to provide CSPP programs. Pursuant to Education Code 8203.1, QRIS is based on a tiered rating structure with progressively higher quality standards for each tier. It is designed to (1) provide supports and incentives for programs, teachers, and administrators to reach higher levels of quality; (2) monitor and evaluate program impacts on child outcomes; and (3) disseminate information to parents/guardians and the public about program quality.~~

~~For further information about the QRIS block grant, see CDE's web site and its publication Dream Big for Our Youngest Children.~~

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR ~~18279~~17709-17711)

CSBA NOTE: The following paragraph is for use by districts that offer a CSPP program and may be revised to reflect the type(s) of programs offered by the district. Education Code 8212~~, as renumbered by AB 131,~~ requires districts to use the uniform complaint procedures, with modifications as necessary, to investigate and resolve health and safety complaints in license-exempt CSPP programs. Pursuant to 5 CCR ~~4610 requires that such complaints be addressed through~~17781, license-exempt CSPP programs are required to comply with the procedures described in 5 CCR 4690-4694~~, as added by Register 2020, No. 21.~~ . See BP/AR 1312.3 - Uniform Complaint Procedures.

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694, 17781)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

Policy Reference Disclaimer:

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

State	Description
22 CCR 101151-~~101163~~101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
5 CCR ~~18000-18434~~14001-14036	~~Child care and development programs~~School housing
5 CCR ~~18130-18136~~17700-17833	California State Preschool Program
5 CCR ~~18272-18281~~17701-17711	General Program Requirements
5 CCR 17746-17748	Enrollment priorities
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license- exempt preschool programs
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 48000	Transitional kindergarten
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8203.5	Contracts to provide ~~child care and development~~preschool services
Ed. Code 8205	Definitions
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8208	Eligibility of three- or four-year-old child for state preschool program
Ed. Code 8209	Physical examination and immunizations
Ed. Code 8210	Priority for part-day programs
Ed. Code 8211	Priority for full-day programs
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8213	Income eligibility

Ed. Code 8214	Order of disenrollment
Ed. Code 8217	Enrollment of three- and four-year-old children in state preschool programs
Ed. Code 8220-8221	Family literacy services
Ed. Code 8241	Staffing ratios for center-based program
Ed. Code 8252-8254	Family fees
~~Ed. Code 8281.5~~	~~California Prekindergarten Planning and Implementation Grant Program~~
Ed. Code 8298	Program director qualifications
Ed. Code 8322	California Prekindergarten Planning and Implementation Grant Program
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10207-10215	General provisions
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10480-10487	Local planning councils

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311-6322	Title I, relative to preschool
~~20 USC 6371-6376~~	~~Early Reading First~~
~~20 USC 6381-6381k~~	~~Even Start Family Literacy Program~~
20 USC 6391-6399	Education ~~for migrant students~~of migratory children
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 1301.1-1305.2	Head Start

Management Resources	**Description**
California Department of Education Publication	~~Management Bulletin 21-11, Reopening, Reimbursement, Distance Learning Plans, and Distance Learning~~

	~~Requirements for California State Preschool Program Contractors, September 17, 2021~~First Class: A Guide for Early Primary Education, 1999
~~California Department of Education Publication~~	~~Management Bulletin 21-12, Guidance on Family Fees for Fiscal Year (FY) 2021-22, September 17, 2021~~
~~California Department of Education Publication~~	~~Management Bulletin 21-13, Guidance on Implementation of the California State Preschool Program Quality Requirements During the COVID-19 Pandemic, September 29, 2021~~
~~California Department of Education Publication~~	~~Prekindergarten Learning Development Guidelines, 2000~~
~~California Department of Education Publication~~	~~Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009~~
California Department of Education Publication	California Preschool Learning Foundations
California Department of Education Publication	Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Department of Education Publication	Prekindergarten Learning Development Guidelines, 2000
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
U.S. Department of Education Publication	Good Start, Grow Smart, April 2002
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Early Education Research
Website	California Head Start Association
Website	California Preschool Instructional Network
Website	Child Development Policy Institute
Website	California Association for the Education of Young Children
Website	First 5 California
Website	California Department of Social Services
Website	California County Superintendents Educational Services Association
Website	Cities Counties and Schools Partnership
Website	CSBA

Website	U.S. Department of Education

Website	California Department of Education

Cross References

Code	Description
0415	Equity
0470	COVID-19 Mitigation Plan
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3523	Electronic Signatures
3523	Electronic Signatures
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment

4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5111	Admission
5111	Admission
5125	Student Records
5125	Student Records
5141.23	Asthma Management
5141.23	Asthma Management
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process

5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6159	Individualized Education Program
6159	Individualized Education Program
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E (1)	Education For Homeless Children
6173-E (2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6200	Adult Education
6200	Adult Education
7110	Facilities Master Plan
7210	Facilities Financing

Policy 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 03/10/2022 **| Last Reviewed Date:** 03/10/2022

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, and abilities. The Board desires to provide a supervised, and cognitively rich environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in

the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

When a district CSPP program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning to preschool children when required to do so as a condition of funding or when required by law.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

Policy Reference 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
22 CCR 101151-101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers - https://simbli.eboardsolutions.com/SU/25FI2slsh36wTFm0vX8xZRbZg==
22 CCR 101212-101231	Continuing requirements - https://simbli.eboardsolutions.com/SU/H5IA5aJVFIBKHey0QgRA4A==
22 CCR 101237-101239.2	Facilities and equipment - https://simbli.eboardsolutions.com/SU/tHhaU35adyWpiEslshHV75I9Q==
5 CCR 14001-14036	School housing
5 CCR 17700-17833	California State Preschool Program
5 CCR 17701-17711	General Program Requirements
5 CCR 17746-17748	Enrollment priorities
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 48000	Transitional kindergarten
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8203.5	Contracts to provide preschool services
Ed. Code 8205	Definitions
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8208	Eligibility of three- or four-year-old child for state preschool program
Ed. Code 8209	Physical examination and immunizations
Ed. Code 8210	Priority for part-day programs
Ed. Code 8211	Priority for full-day programs
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8213	Income eligible; definition
Ed. Code 8214	Order of disenrollment
Ed. Code 8217	Enrollment of three- and four-year-old children in state preschool programs
Ed. Code 8220-8221	Family literacy services
Ed. Code 8241	Staffing ratios for center-based program
Ed. Code 8252-8254	Early childhood education family fees

Ed. Code 8298	Program director qualifications
Ed. Code 8322	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8489-8489.1	Expulsion and Suspension Procedures
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10207-10215	General provisions
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10480-10487	Local planning councils

Federal References	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311-6322	Title I, relative to preschool
20 USC 6391-6399	Education of migratory children
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 1301.1-1305.2	Head Start

Management Resources References	**Description**
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
California Department of Education Publication	Prekindergarten Learning Development Guidelines, 2000
California Department of Education Publication	First Class: A Guide for Early Primary Education, 1999
California Department of Education Publication	California Preschool Learning Foundations
California Department of Education Publication	Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Department of Education Publication	First Class: A Guide for Early Primary Education, 1999
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
U.S. Department of Education Publication	Good Start, Grow Smart, April 2002
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	National Institute for Early Education Research - https://simbli.eboardsolutions.com/SU/pplusslshPZjf4uPW5p0kSwjUDslshg==
Website	California Head Start Association - https://simbli.eboardsolutions.com/SU/cEC8h6islsh8MaZGvA9AXzE7A==

Website	California Preschool Instructional Network - https://simbli.eboardsolutions.com/SU/N3QGi0WWttDd0nJwtrINew==
Website	Child Development Policy Institute - https://simbli.eboardsolutions.com/SU/JcRQgQP6XSt92dn6KuXCHw==
Website	California Association for the Education of Young Children - https://simbli.eboardsolutions.com/SU/r0qvYzEWUcRnpQGzFMfChw==
Website	First 5 California - https://simbli.eboardsolutions.com/SU/sEYslsh3n3gnmyslsh1pLxXzislshrQ==
Website	California Department of Social Services - https://simbli.eboardsolutions.com/SU/TFlWOAAhRHb4PYNSjlzKlQ==
Website	California County Superintendents Educational Services Association - https://simbli.eboardsolutions.com/SU/FJy7Gf2djxDpluso3aMdrmckQ==
Website	Cities Counties and Schools Partnership - https://simbli.eboardsolutions.com/SU/vkMU6AgLdg2x1CfasX4n3w==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==

Cross References	**Description**
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/x1QewT4YgzruZlTbYpBsCw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/AEEKECijKNmVMzEslshyCbIkw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/9uDcSKI7uugETmCykVahHQ==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/IsP74bct6ZWIEplusMslshUslshDk0g==
1330-E PDF(1)	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/CNUwUvT05G0aH7gGIK9dqA==

1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/NdfFmK3KRDWa7ZhbLQia8g==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/xQsi8XCX1iXiQIrdQ6mqHw==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/rCoU3YDeQiauvp8P9pTGvA==
3523	Electronic Signatures - https://simbli.eboardsolutions.com/SU/sAeF3TfQsETIooMGoIkifw==
3523	Electronic Signatures - https://simbli.eboardsolutions.com/SU/ouLslshn4GYb3pPOKN0kchMPg==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/y3nAvz7wK8dK46NGAKvvCg==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/rQ60kSLQYHiC8hW9GplusDtFw==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
4112	Appointment And Conditions Of Employment - https://simbli.eboardsolutions.com/SU/h2UUcLqR6nWn8M9XHIk1FQ==
4112.4	Health Examinations - https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplusYhAUA==
4112.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/IDaVyYyEsX2uuayPhodYCw==
4112.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/RwoubYUMsslsh7slshAUvWrC2HpQ==
4112.6	Personnel Files - https://simbli.eboardsolutions.com/SU/emYqUlClLEpQ3N9wg0E4Bg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4212.4	Health Examinations - https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgsplusOA==
4212.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/K2kSL91OyCcPJiCAGQlplusMw==
4212.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/elWezLExrodwsXFsrcssdw==

4212.6	Personnel Files - https://simbli.eboardsolutions.com/SU/uNiu75vyJXMvsclI7slshOVGg==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/52emsslshp67h2WsdOEvrslshMFw==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/R8I3V22slshv8L1TDQ3ILl3wg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4312.4	Health Examinations - https://simbli.eboardsolutions.com/SU/n2s4CeoDPdaplusBzy0QkOCSw==
4312.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/hslshQwvW7ctM8plus871gvslshe29A==
4312.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/HdBqOe93olNlDwSZ3dCnUQ==
4312.6	Personnel Files - https://simbli.eboardsolutions.com/SU/slshQ37eOVLFslshfF0try0wpUNA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQIHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5111	Admission - https://simbli.eboardsolutions.com/SU/GUaeicU7jgrM5znpNYGjqQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/xQb0iX5ZndNOtMmjybpA0A==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/2I6VGcQ4GcfNVkCB4PkdWQ==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/jgOyR5ZG6oxquyYQgJUHxw==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/1KEcWg3tdaMSHap3A6rQlA==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/nXFGAIcdg5TseX0vSC3nyw==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==

5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/VWiUZgh4RGGeEslshVkslsh8VR1g==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/Cvhn2qSYRlRLP3bxx2fsjQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wIufamEAdcmeCnQqXP7A9Q==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Wa6ZJZ7BgrmYeDmvxY9Pplusg==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/A6SFDmO6DMTrJA5PyslshNNQw==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/captf1Q8oxwc3XTrVxLVag==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmIdwAg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==
6173-E PDF(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==
6173-E PDF(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dllGQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIIg==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/ZdRslshgxDjJyLzuRCDQi7YzA==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/EmVIh5NPbhplusIBFAplusaALJkw==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViaylIA==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/Mr1vH6nbOnhmz7Fd4jenxg==

7210	Facilities Financing - https://simbli.eboardsolutions.com/SU/u7P3SQroAxus9PotBZiwyQ==

Regulation 5148.3: Preschool/Early Childhood Education **Status:** ADOPTED

Original Adopted Date: 07/01/2015 | **Last Revised Date:** 12/01/~~2021~~2022 | **Last Reviewed Date:** 12/01/~~2021~~2022

CSBA NOTE: The following administrative regulation reflects the major requirements of the California State Preschool Program (CSPP) pursuant to Education Code 8200-8340~~, as renumbered and amended by AB 131 (Ch. 116, Statutes of 2021).~~ and 5 CCR 17700-17833, as adopted in Register 2022, No. 26.

The following administrative regulation does not reflect all requirements for other state and federally funded preschool program(s). The district may revise this administrative regulation to reflect other preschool program(s) it offers, such as the state migrant child care and development program (Welfare and Institutions Code 10235-10238~~, as renumbered and amended by AB 131~~), child care and development services for children with special needs program (Welfare and Institutions Code 10260-10263~~, as renumbered and amended by AB 131~~), federal Head Start program (42 USC 9831-~~9852~~9852c), Title I preschool program (20 USC 6311-6322), or preschool program developed and funded by the district.

In addition to the program requirements described below, other district policies ~~may be applicable to preschool programs~~ as contained throughout the district's policy manual. may be applicable to preschool programs. See BP/AR 1240 - Volunteer Assistance, AR 3514.2 - Integrated Pest Management, BP/AR 3550 - Food Service/Child Nutrition Program, and BP/AR 5148 - Child Care and Development. Districts should consult CSBA District and County Office of Education Legal Services or district legal counsel if ~~they have~~there are questions regarding the applicability of other laws to the district's preschool program.

~~Education Code 8205, as amended by AB 131, clarifies that four-year-old children who are eligible to participate in a CSPP program include those children whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a California State Preschool Program (CSPP) and whose parent/guardian has opted to retain or enroll such child in a CSPP program.~~

Children with exceptional needs means either of the following:

1. Children under three years of age who have been determined to be eligible for early intervention services pursuant to the California Early Intervention Services Act (Government Code 95000-95029.5) and its implementing regulations. These children include an infant or toddler with a developmental delay or established risk condition, or who is at high risk of having a substantial developmental disability, as defined in Government Code 95014. These children shall have active individualized family service plans (IFSP) and shall be receiving early intervention services.

2. Children 3 to 21 years of age, inclusive, who have been determined to be eligible for special education and related services by an individualized education program team according to the special education requirements contained in Education Code 56000-56865, and who meet eligibility criteria described in Education Code 56026 and 56333-56338 and 5 CCR 3030-3031. These children shall have an active individualized education program (IEP) and shall be receiving early intervention services or appropriate special education.

Dual language learner children means children whose first language is a language other than English

or children who are developing two or more languages, one of which may be English.

Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday. (Education Code 8205)

Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program. (Education Code 8205)

When approved by CDE under the CSPP, the district may operate one or more part-~~day~~ or full-day preschool programs in accordance with law and the terms of its contract with CDE.

CSBA NOTE: Pursuant to Education Code 8207, ~~as amended and renumbered by AB 131,~~ CSPP programs must include certain required components, as reflected in Items 1-7 below. Item 8 is a recommended practice that may be revised to reflect the district's program.

The district's CSPP program shall include all of the following: (Education Code 8207)

1. Age and developmentally appropriate activities for children
2. Supervision
3. Parenting education and parent engagement
4. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
5. Health services
6. Nutrition
7. Training and career ladder opportunities, documentation of which shall be provided to CDE
8. Physical activity to support children's health

CSBA NOTE: ~~5 CCR 18130 specifies the state regulations for child care and development programs that are applicable to~~ CSPP ~~programs. These requirements include, but are not limited to, the~~ program components are listed in 5 CCR ~~18272-18281. See AR 5148 - Child Care and Development for details regarding these required program components.~~17701-17711, as adopted in Register 2022, No. 26.

Pursuant to Education Code 8203.5~~, as amended and renumbered by AB 131~~, contracts between the California Department of Education (CDE) and districts for CSPP programs must include a requirement ~~that a developmental profile be maintained for each child.~~

The district's preschool program shall ~~include all required program components for~~satisfy all the requirements described in 5 CCR 17701-17711, including, but not limited to, those related to the program philosophy, goals, and objectives, the educational program, the creation of a developmental profile for each child, staff development, ~~parent involvement~~family engagement and ~~education~~strengthening, community involvement, health and social services, nutrition, and program evaluation~~, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development~~.

Minimum Hours/Days of Operation

CSBA NOTE: Pursuant to Education Code 8207, ~~as amended and renumbered by AB 131,~~ CSPP programs may be part-~~day~~ or full-day. The following section may be revised to reflect district programs.

The district's part-day preschool program shall operate a minimum of three hours, and up to three hours and 59 minutes, per day, excluding time for home-to-school transportation, and for ~~a minimum of~~at least 175 days per year unless otherwise specified in the ~~program's~~ contract with CDE. (Education Code 8207; 5 CCR ~~18136)~~17727)

CSBA NOTE: The following paragraph reflects Education Code 48000, as amended by AB 185 (Ch. 571, Statutes of 2022).

However, a part-day preschool program may also offer transitional kindergarten (TK) or kindergarten children whose families meet the requirements of Education Code 8208 less than four hours of wraparound childcare services and a part-day preschool program operating on a school site may be allowed flexibility in the operational hours. (Education Code 48000)

The district's full-day program shall operate for a minimum of 246 days per year, unless the contract specifies a lower number of days of operation. ~~(Education Code 8207~~, and for the number of operational hours reasonably necessary to meet the preschool needs of the families in the community. (Education Code 8207; 5 CCR 17728)

Staffing

CSBA NOTE: Education Code 8241~~, as amended and renumbered by AB 131,~~ provides staffing ratios that apply until the Superintendent of Public Instruction (SPI) promulgates regulations to establish such ratios for center-based programs. Pursuant to Education Code 8241, CSPP programs must maintain a ratio of at least one adult to every eight children and at least one teacher to every 24 children.

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR ~~18135, 18290~~17713-17716)

CSBA NOTE: Health and Safety Code 1596.7995 requires employees and volunteers at a day care center to be immunized against influenza, pertussis, and measles, with specified exemptions. Health and Safety Code 1597.055 adds a requirement for such teachers to obtain a tuberculosis clearance. Pursuant to Health and Safety Code 1596.76, a day care center includes a preschool. See AR 5148 - Child Care and Development for further information regarding immunization requirements for staff and volunteers. Districts that have not adopted AR 5148 - Child Care and Development may revise the following paragraph accordingly and expand it to include the exemptions specified in Health and Safety Code 1596.7995.

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

~~**Family Literacy Services**~~

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. Education Code 49406 requires school volunteers, with certain authorized exceptions, to submit to a tuberculosis risk assessment as developed by the California Department of Public Health. If risk factors are identified, then the volunteer is required to submit to an intradermal (skin) tuberculin test or other tuberculin test recommended by the Centers for Disease Control and Prevention.

The district may require any volunteer who is to provide care and supervision to district preschool children to provide evidence that the volunteer is free of infectious tuberculosis.

Family Literacy Services

CSBA NOTE: The following section is optional. Contingent upon funding in the state Budget Act, Education Code 8220 and 8221~~, as renumbered by AB 131,~~ provide for the SPI to distribute family literacy supplemental grant funds to qualifying CSPP contractors for the purposes described below.

When any district part-day preschool program receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development

2. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:

    a. Providing support for the educational growth and success of their children

    b. Improving parent-school communications and parental understanding of school structures and expectations

    c. Becoming active partners with teachers in the education of their children

    d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral

3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians

4. Staff development for teachers in participating classrooms that includes, but is not limited to:

    a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies

    b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms

c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities

d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

Eligibility ~~and Enrollment Priorities~~Criteria for Part-Day CSPP Programs

CSBA NOTE: ~~Education Code 8208, as amended and renumbered by AB 131, revises the eligibility criteria and enrollment priorities for part-day CSPP programs and adds eligibility criteria and enrollment priorities for full-day CSPP programs.~~ The following section reflects eligibility criteria ~~and enrollment priorities~~ for the part-day CSPP programs pursuant to state law and regulations. See the section ~~on~~ "Eligibility and Enrollment Priorities for Full-Day CSPP Programs" below for full-day program requirements.

5 CCR ~~18105~~17743, as adopted in Register 2022, No. 26, mandates that a district operating a CSPP program develop written admissions policies and procedures that conform to the requirements of 22 CCR 101218.1, including, but not limited to, criteria designating those children whose needs can be met by the program and services and the ages of children who will be accepted.

A three-~~year-old~~ or four-year-old child is eligible for a part-day CSPP program if the child's family is one of the following: (Education Code 8208)

1. A current aid recipient
2. Income eligible
3. Homeless
4. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited

CSBA NOTE: Education Code 8208, as amended by AB 210 (Ch. 62, Statutes of 2022), has expanded eligibility for participation in CSPP to include families with a child with exceptional needs, as defined in Education Code 8205.

5. One who has children with exceptional needs, as defined in Education Code 8205

CSBA NOTE: Education Code 8208, as amended by SB 1047 (Ch. 923, Statutes of 2022), further expands eligibility for participation in CSPP to families specified in Item #6 below.

6. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE

After all eligible three- and four-year-old children have been enrolled as provided above, a part-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold.

(Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP program may provide services to three- and four-year-old children in families whose income is above the income eligibility threshold if those children are children with ~~disabilities.~~ exceptional needs. Such children with ~~disabilities enrolled in part-day CSPP~~ ~~program~~exceptional needs shall not count towards the 10-percent limit on enrollment of families with income above the income eligibility threshold described above. (Education Code 8208)

CSBA NOTE: Education Code 8217, as amended by AB 185, further expands eligibility to part-day CSPP to three-year old children in the circumstances specified in the following paragraph.

A CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced -price lunch may enroll three- and four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208 and 8217)

CSBA NOTE: Pursuant to Education Code 8208, as amended by AB 210, at certification or recertification, a child is deemed eligible for part-day CSPP for the remainder of the program year and the following program year so long as the child continues to meet the age-eligibility requirements.

The district shall certify eligibility and enroll families into ~~their~~the part-day preschool program within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to a child's enrollment, ~~a~~the child shall be deemed eligible for ~~a~~the part-day CSPP program for the remainder of the program year. and for the following program year, provided applicable age-eligibility requirements are met, as specified in Education Code 8205 and 48000. (Education Code 8208)

~~The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)~~

Enrollment Priorities for Part-Day CSPP Programs

CSBA NOTE: Education Code 8210, as amended by AB 210 and AB 185, revised and reordered the priority ranking for part-day CSPP, as provided in Items 1-6 below.

The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)

1. The first priority for services shall be given to three-~~year old~~ or four-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency. If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.

CSBA NOTE: Education Code 8208, as amended by AB 210, requires that, starting July 1, 2022, a percentage of part-day preschool enrollment be reserved for children with exceptional needs. For the period July 1, 2022 until June 30, 2023, a minimum 5 percent is required, starting July 1, 2023, to June 30, 2024, 7.5 percent must be reserved, and from July 1, 2024, at least 10 percent must be reserved for children with exceptional needs. Education Code 8210, as amended by AB 321 (Ch. 903, Statutes of 2022), clarifies that when enrollment of children with exceptional needs has reached the number reserved, second priority must be given to three- and four-year old children with exceptional needs from families who are below the income eligibility threshold.

2. When the number of three- or four-year old children with exceptional needs required to be enrolled pursuant to Education Code 8208 have been enrolled and there are additional children with exceptional needs who are interested in enrolling, the second priority for services shall be given to ~~eligible~~all three- and four-year- ~~o~~ld children ~~who are not enrolled~~with exceptional needs from families with incomes below the income eligibility threshold, as described in ~~a state-funded transitional kindergarten (TK) program.~~ Education Code 8213. Within this priority category, ~~eligible~~ children with exceptional needs from families with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first.

   ~~If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child with disabilities shall be enrolled first. If there are no families with a child with disabilities, the child that has been on the waiting list for the longest time shall be admitted first.~~

3. The third priority shall be given to eligible ~~three~~four-year-old children. ~~w~~who are not enrolled in a state-funded transitional kindergarten (TK) program. This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208 (a)(1)(E), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the ~~Superintendent~~SPI at the time of enrollment, shall be enrolled first.

CSBA NOTE: In keeping with the legislative intent of AB 321 to prioritize access to CSPP and childcare and development services for children who reside in homes in which the primary language is not English, Education Code 8210, as amended by AB 321, provides that within the third priority category, children from such families be enrolled first when there are two or more families with the same income ranking.

   If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child from a family in which the primary home language is a language other than English shall be enrolled first. If there are no children from such a family, the child that has been on the waiting list for the longest time shall be admitted first.

4. The fourth priority shall be given to eligible three-year-old children. This priority shall not include children eligible for enrollment as children with exceptional needs pursuant to Education Code 8208 (a)(1)(E), who are from families with incomes above the income eligibility threshold, as described in Education Code 8213. Enrollment determinations within this priority category shall be made in the same way as for third priority in Item #3 above.

   4. The fifth priority, after all otherwise eligible children have been enrolled, shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children ~~before three-year-old children.~~

5. ~~The fifth priority, after all otherwise eligible children have been~~with exceptional needs interested in enrolling beyond those already enrolled~~, shall be a child with disabilities whose family's income is above~~ in the ~~income eligibility threshold, as described in~~ 10 percent of funded enrollment set aside pursuant to Education Code ~~8213. Within this priority category, priority shall be given~~8208, then to four-year- old children before three-year-old children without exceptional needs.

6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, the district may enroll other children in the following order:

~~6.~~ a. A CSPP program site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced -price ~~lunch~~meals as described in Education Code 8217 may enroll any three- or four-year-old children whose families reside within the attendance boundary of the qualified elementary school. These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.

b. Children enrolling in a CSPP program that provides expanded learning and care to TK or kindergarten students, pursuant to Education Code 48000

CSBA NOTE: The following paragraph reflects Education Code 8210 as amended by AB 210.

Regardless of the priorities listed above, until the district attains the percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8210)

Eligibility and Enrollment Priorities for Full-Day CSPP Programs

CSBA NOTE: ~~Pursuant~~The following section reflects the eligibility criteria for full-day CSPP, pursuant to Education Code 8208, as amended ~~and renumbered~~ by AB ~~131, districts may operate full-day CSPP programs.~~ 210, and the priority ranking for enrollment, pursuant to Education Code 8211, as ~~added~~amended by AB ~~131, sets eligibility criteria~~ 210 and ~~enrollment priorities for full-day CSPP programs~~AB 185.

A three-~~year-old~~ or four-year-old child is eligible for a full-day CSPP program if the family meets both of the following requirements: (Education Code 8208)

1. The child's family is one of the following:

   a. A current aid recipient, income eligible, or homeless~~, or one~~

   b. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, ~~or~~ exploited.

   c. One who has children with exceptional needs, as defined in Education Code 8205

CSBA NOTE: Education Code 8208, as amended by SB 1047, further expands eligibility for participation in CSPP to families specified in the following paragraph.

   1. d. One with a household member who is certified to receive benefits from Medi-Cal, CalFresh, the California Food Assistance Program, the California Special Supplemental Nutrition Program for Women, Infants, and Children, the federal Food Distribution Program on Indian Reservations, Head Start, Early Head Start, or any other designated means-tested government program, as determined by CDE

2. The child's family needs the childcare services because of either the following:

a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as being homeless

b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

~~After all families meeting the criteria specified in Items #1 and 2~~

CSBA NOTE: The following paragraph reflects Education Code 8208, as amended by AB 185.

After all eligible three- and four-year-old children have been enrolled as provided above, a full-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

After all families meeting the criteria specified in the paragraphs above have been enrolled, a full-day CSPP program may provide services to three- and four-year-old children in families who do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

After all otherwise eligible children have been enrolled as provided above, a CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced -price ~~lunch~~meals as described in Education Code 8217 may enroll any four-year-old child. (Education Code 8208)

CSBA NOTE: Education Code 8211, as amended by AB 210 and AB 185, revised and reordered the priority ranking for full-day CSPP. The priority ranking is almost identical to the ranking for part-day CSPP, as provided in "Enrollment Priorities for Part-Day CSPP Programs" section above.

For full-day CSPP programs, the district shall use the same priority ranking specified in Items #1-#4 of "Enrollment Priorities for Part-Day CSPP Programs" above, and the following: (Education Code 8211)

1. After all otherwise eligible children based on Items 1-4 of "Enrollment Priorities for Part-Day CSPP Programs" have been enrolled, fifth priority shall be given to children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to three- and four-year-old children with an IFSP or IEP, then to four-year old children before three-year-old children without IFSP or IEP.

2. After all otherwise eligible children based on Items 1-4 of "Enrollment Priorities for Part-Day CSPP Programs" and Item #1 above have been enrolled, the district may enroll other children in the following order:

   a. Three- and four-year old children from families who do not meet at least one of the need requirements in Item #2 above. Within this priority, families shall be enrolled in income ranking order, lowest to highest, and within income ranking order, four-year old children before three-year old children

b. When a CSPP program site operates within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price meals as described in Education Code 8217, three- or four-year-old children whose families reside within the attendance boundary of the school may be enrolled without establishing eligibility or a need for services. Such children shall, to the extent possible, be enrolled by lowest to highest income ranking order.

CSBA NOTE: The following paragraph reflects Education Code 8211 as amended by AB 210.

Regardless of the priorities listed above, until the district attains the percent of funded enrollment set aside for children with exceptional needs pursuant to Education Code 8208, children with exceptional needs shall be enrolled without regard to the priorities listed above. Within this category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the SPI at the time of enrollment, shall be enrolled first. If two or more families have the same income ranking, the child that has been on the waiting list for the longest time shall be admitted first. (Education Code 8211)

CSBA NOTE: Pursuant to Education Code 8208, as amended by AB 210, a determination of eligibility for participation in a full-day CSPP program now lasts for 24 months, as specified in the following paragraph.

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than ~~12~~24 months,. Such families shall receive those services for not less than ~~12~~24 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least ~~12 months.~~ 24 months. If the eligibility period ends before the end of a program year, eligibility shall be extended until the end of the program year, provided age-eligibility requirements are met, as specified in Education Code 8205. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

Waiting List

CSBA NOTE: The following ~~paragraph~~section may be revised to reflect district practice. ~~Unless state funding is allocated~~Pursuant to ~~support the "centralized eligibility list" established~~5 CCR 17744, as adopted in ~~each county pursuant~~Register 2022, No. 26, a district is required to ~~Welfare~~maintain a current waiting list based on enrollment priorities for part-day and ~~Institutions Code 10231, such lists will be maintained only if locally funded. In situations where there is no locally funded~~full-day preschool programs. The district may satisfy this requirement by participating in a "county child care centralized eligibility list" if one is available. When such centralized eligibility list is not available or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with ~~admission~~enrollment priorities ~~pursuant to 5 CCR 18106.~~.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with ~~admission~~applicable enrollment priorities. As vacancies occur, ~~applicants~~applicant families shall be contacted in order of ~~their~~ priority. ~~on~~ the waiting list. (5 CCR ~~18106~~) 17744)

~~Notice of Action~~

Combined Preschool/Transitional Kindergarten Classroom

CSBA NOTE: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. CSBA NOTE: Education Code 8207 and 48000 allow districts to place 4-year-old children enrolled in a CSPP program into a TK program and to commingle children from both programs in the same classroom as long as all of the requirements of each program are met and the district adheres to the requirements listed in the following section. See BP 6170.1 - Transitional Kindergarten for eligibility requirements pertaining to the TK program pursuant to Education Code 48000. The application form is available on CDE's web site. Upon receiving an application, a person designated by the district must certify the family's or child's eligibility.

CSBA NOTE: Pursuant to 5 CCR 18130, CSPP programs are subject to 5 CCR 18094 and 18118, which require the district to provide written notification to parents/guardians as to whether their application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 18120-18122; see section "Parent Hearing" below. (5 CCR 18094, 18095, 18118)

CSBA NOTE: 5 CCR 18095 and 18119 require the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 18120- 18122; see section "Parent Hearing" below.

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119) (5 CCR 18081, 18084, 18130, 18133)

CSBA NOTE: Education Code 8207, as amended and renumbered by AB 131, and 48000 allow districts to place 4-year-old children enrolled in a CSPP program into a TK program and to commingle children from both programs in the same classroom as long as all of the requirements of each program are met and the district adheres to the requirements listed in the following section. See BP 6170.1 - Transitional Kindergarten for eligibility requirements pertaining to the TK program pursuant to Education Code 48000.

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.

2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.

3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.

4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.

5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.

6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.

Fees and Charges

Fees for participation in the district's full-day CSPP program shall be assessed and collected in accordance with the fee schedule established by the SPI in conjunction with the California Department of Social Services. (Education Code 8252~~; 5 CCR 18078~~)

CSBA NOTE: Pursuant to ~~AB 131, the Legislature allocated additional funds to provide subsidized child care to families and to provide CSPP programs with COVID-19 pandemic-related assistance.~~ Education Code 8252, as amended by AB ~~131, provides that~~210, family fees may not be collected for families receiving subsidized child care services from CSPP programs administered by CDE for the ~~2021-2022 school year.~~

~~According to CDE Management Bulletin 21-12, Guidance on Family Fees for Fiscal Year (FY) 2021-22, families must promptly receive a refund for any fees collected for the month of July 2021 and any families disenrolled due to delinquent family fees for fiscal year 2021-22 must be promptly reenrolled if the family so desires.~~2022-2023 school year.

However, for the ~~2021-~~2022-2023 school year, family fees shall not be collected as specified in Education Code 8252.

In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR ~~18110~~17735)

A family may be exempt from the fees for up to 12 months ~~if the~~for any child ~~qualifies for~~enrolled in full-day preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8253)

CSBA NOTE: Education Code 8254~~, as amended and renumbered by AB 131,~~ authorizes a district offering a CSPP program to charge a fee for field trips and/or to require parents/guardians to provide diapers, but mandates that the district adopt policy to include parents/guardians in the decision-making about such fees, as provided below. Pursuant to Education Code 8254, the fees cannot exceed $25 per child in the contract year. The following paragraph may be modified to delete diapers as appropriate for ~~the age of the children served.~~

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)

Disenrollment Based on Reduced Funding

CSBA NOTE: Education Code 8214~~, as amended and renumbered by AB 131,~~ specifies the order by which families will be disenrolled from subsidized preschool services when funding levels are reduced.

When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse order of the priority ~~order~~ for services ~~as~~ specified in Education Code 8210 and 8211 and as described above in the sections "~~Eligibility and~~ Enrollment ~~Priority~~Priorities for Part-Day CSPP Programs" and "Eligibility and Enrollment ~~Priority~~Priorities for Full-Day CSPP Programs." (Education Code 8214; 5 CCR 17744)

Expulsion/Unenrollment and Suspension Based on Behavior

CSBA NOTE: AB 2806 (Ch. 915, Statutes of 2022), repealed Education Code 8222 and added Education Code 8489-8489.1. Education Code 8489.1, as added, recasts provisions relating to expulsion or unenrollment of children from a CSPP program and establishes new requirements for the use of suspensions in such programs.

A district preschool program shall not expel or unenroll a child or persuade or encourage a child's parents/guardians to voluntarily unenroll from the program based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code ~~8222~~8489.1)

1. ~~Inform~~In writing, inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program

2. If the child has an ~~individualized family service plan (~~IFSP) or ~~individualized education program~~ (IEP~~),~~, contact, with written parent/guardian consent, ~~contact~~ the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child

3. If ~~the child does not have an IFSP or IEP~~appropriate, consider ~~if it is appropriate to complete~~completing a ~~universal~~comprehensive screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, and implementing behavior supports within the program, ~~and considering an IEP for the child~~

If the district has taken the actions specified in ~~items~~Items #1-3 above and the ~~child's~~child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district shall, to the greatest extent possible, support direct transition to a more appropriate placement. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code ~~8222~~8489.1)

CSBA NOTE: Pursuant to Education Code 8489.1, as added by AB 2806, a child enrolled in a CSPP program may only be suspended as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be eliminated or reduced without removal of the child. To suspend a child, the district must comply with specified requirements, including, collaborating with the child's parents/guardians before determining that suspension is necessary and using appropriate community resources to determine that no other reasonable option is appropriate.

A child shall not be suspended from a CSPP program, nor shall a child's parent/guardian be encouraged or persuaded to prematurely pick up a child before the program day ends, except as a last resort in extraordinary circumstances, when a safety threat exists that cannot be eliminated or reduced without the removal of the child.

Before determining that a suspension is necessary, the district shall collaborate with the child's parents/guardians and, as needed, shall use appropriate community resources to determine that no other reasonable option is appropriate.

When suspension is deemed necessary, the district shall help the child return to full participation in the program as soon as possible while ensuring safety, by doing the following:

1. Continuing to engage with the child's parents/guardians and continuing to use appropriate community resources

2. Developing a written plan to document the action and supports needed

3. Providing referrals to appropriate community resources

4. If the child has an IFSP or IEP, contacting, with written parent/guardian consent, the agency responsible for the child's IFSP or IEP, to seek consultation on servicing the child

Upon enrollment, the parents/guardians of each child shall be notified, in writing, of the limitations on expulsion, suspension, or any form of disenrollment and how the parents/guardians may file an appeal to CDE in the event of expulsion or suspension. If the district suspends or expels a child from any CSPP program, the district shall, at least 24 hours before the effective date of the suspension or expulsion, issue the child's parents/guardians a written "Notice of Action, Recipient of Services," as described in 5 CCR 17783, informing the parents/guardians of the right to file an appeal of the action directly with CDE no later than 14 calendar days after receiving the notice.

CSBA NOTE: A joint statement by the U.S. Department of Education and U.S. Department of Health and Human Services, "Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings," clarifies that preschool children with ~~disabilities~~exceptional needs who are eligible for services under the Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482) are entitled to the same disciplinary protections that apply to all other IDEA-eligible students with disabilities, may not be subjected to impermissible disciplinary changes of placement for misconduct that is caused by or related to their disability, and must continue to receive educational services consistent with their right to a free appropriate public education. The statement indicates the need for the child's individualized education program (IEP) team to consider the use of positive behavioral interventions and supports when developing or modifying the IEP to reduce the need for discipline of a child with disabilities and avoid suspension or expulsion from a preschool program.

Children with ~~disabilities~~exceptional needs may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Notice of Action

CSBA NOTE: Pursuant to 5 CCR 17757, as adopted in Register 2022, No. 26, a parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on CDE's web site. Upon receiving an application, a person designated by the district must certify the family's or child's eligibility. ~~CSBA NOTE: Pursuant to 5 CCR 18130, districts are subject to the requirements of 5 CCR 18120-18122 to provide due process to parents/guardians who disagree with certain district actions, such as when services are denied, there is a change in services or fees, or their child is disenrolled.~~

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

CSBA NOTE: Pursuant to 5 CCR 17782, as adopted in Register 2022, No. 26, the district is required to provide written notification to parents/guardians as to whether their application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 17784-17785, as adopted in Register 2022, No. 26; see section "Parent Hearing" below.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 17782)

CSBA NOTE: 5 CCR 17783, as adopted in Register 2022, No. 26, requires the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 17784; see section "Parent Hearing" below.

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 17783)

1. **A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified**

2. **Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing**

3. **An indication by the parent/guardian that the parent/guardian no longer wants the service**

4. **The death of a parent/guardian or child**

5. **The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate**

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 17758)

Parent Hearing

CSBA NOTE: 5 CCR 17784-17786, as adopted in Register 2022, No. 26, require districts to provide due process to parents/guardians who disagree with certain district actions, such as when services are denied, there is a change in services or fees, or their child is disenrolled.

If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for

a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR ~~18120~~17784)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR ~~18120~~17784 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR ~~18120- 18122~~17785-17786)

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
22 CCR 101151-101163	Licensing and application procedures
22 CCR 101151-101239.2	General requirements, licensed child care centers
22 CCR 101212-101231	Continuing requirements
22 CCR 101237-101239.2	Facilities and equipment
~~5 CCR 18000-18434~~	~~Child care and development programs~~
5 CCR ~~18130-18136~~17700-17833	California State Preschool Program
5 CCR ~~18272-18281~~17701-17711	General Program Requirements
5 CCR 17746-17748	Enrollment Priorities
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license- exempt preschool programs
5 CCR 80105-80125	Commission on Teacher Credentialing; , child care and development permits
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 48000	Transitional kindergarten
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8203.5	Contracts to provide child care and development services

Ed. Code 8205	Definitions
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8208	Eligibility of three- or four-year-old child for state preschool program
Ed. Code 8209	Physical examination and immunizations
Ed. Code 8210	Priority for part-day programs
Ed. Code 8211	Priority for full-day programs
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8213	Income eligibility
Ed. Code 8214	Order of disenrollment
Ed. Code 8217	Enrollment of four-year-old children in state preschool programs
Ed. Code 8220-8221	Family literacy services
Ed. Code 8241	Staffing ratios for center-based program
Ed. Code 8252-8254	Family fees
Ed. Code 8281.5	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8298	Program director qualifications
Ed. Code 8489-8489.1	Expulsion and Suspension Procedures
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10207-10215	General provisions
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs
W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10480-10487	Local planning councils

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311-6322	Title I, relative to preschool

20 USC 6371-6376	Early Reading First
20 USC 6381-6381k	Even Start Family Literacy Program
20 USC 6391-6399	Education ~~for migrant students~~of migratory children
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 1301.1-1305.2	Head Start
Management Resources	**Description**
California Department of Education Publication	~~Management Bulletin 21-11, Reopening, Reimbursement, Distance Learning Plans, and Distance Learning Requirements for California State Preschool Program Contractors, September 17, 2021~~First Class: A Guide for Early Primary Education, 1999
~~California Department of Education Publication~~	~~Management Bulletin 21-12, Guidance on Family Fees for Fiscal Year (FY) 2021-22, September 17, 2021~~
~~California Department of Education Publication~~	~~Management Bulletin 21-13, Guidance on Implementation of the California State Preschool Program Quality Requirements During the COVID-19 Pandemic, September 29, 2021~~
~~California Department of Education Publication~~	~~Prekindergarten Learning Development Guidelines, 2000~~
~~California Department of Education Publication~~	~~Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009~~
California Department of Education Publication	California Preschool Learning Foundations
California Department of Education Publication	Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Department of Education Publication	~~First Class: A Guide for Early Primary Education, 1999~~Prekindergarten Learning Development Guidelines, 2000
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
U.S. Department of Education Publication	Good Start, Grow Smart, April 2002
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Website	CSBA District and County Office of Education Legal Services
Website	National Institute for Early Education Research
Website	California Head Start Association

Website	California Preschool Instructional Network

Website	Child Development Policy Institute
Website	California Association for the Education of Young Children
Website	First 5 California
Website	California Department of Social Services
Website	California County Superintendents Educational Services Association
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	U.S. Department of Education
Website	California Department of Education

Cross References

Code	Description
0415	Equity
0470	COVID-19 Mitigation Plan
0500	Accountability
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3280	Sale Or Lease Of District-Owned Real Property

3280	Sale Or Lease Of District-Owned Real Property
3523	Electronic Signatures
3523	Electronic Signatures
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3580	District Records
3580	District Records
4112	Appointment And Conditions Of Employment
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4131	Staff Development
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4222	Teacher Aides/Paraprofessionals
4222	Teacher Aides/Paraprofessionals
4231	Staff Development
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4331	Staff Development
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5111	Admission
5111	Admission
5125	Student Records
5125	Student Records

5141.23	Asthma Management
5141.23	Asthma Management
5141.26	Tuberculosis Testing
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5141.6	School Health Services
5141.6	School Health Services
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6159	Individualized Education Program
6159	Individualized Education Program
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6170.1	Transitional Kindergarten
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E (1)	Education For Homeless Children
6173-E (2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families

6174	Education For English Learners
6174	Education For English Learners
6175	Migrant Education Program
6175	Migrant Education Program
6200	Adult Education
6200	Adult Education
7110	Facilities Master Plan
7210	Facilities Financing

Regulation 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 03/10/2022 **| Last Reviewed Date:** 03/10/2022

Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday. (Education Code 8205)

Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program. (Education Code 8205)

When approved by CDE under the CSPP, the district may operate one or more part-day or full-day preschool programs in accordance with law and the terms of its contract with CDE.

The district's CSPP program shall include all of the following: (Education Code 8207)

1. Age and developmentally appropriate activities for children
2. Supervision
3. Parenting education and parent engagement
4. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
5. Health services
6. Nutrition
7. Training and career ladder opportunities, documentation of which shall be provided to CDE
8. Physical activity to support children's health

The district's preschool program shall include all required program components for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development.

Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8207; 5 CCR 18136)

The district's full-day program shall operate for a minimum of 246 days per year, unless the contract specifies a lower number of days of operation. (Education Code 8207)

Staffing

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR 18135, 18290)

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

Family Literacy Services

When any district preschool program receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of pre reading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development

2. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:

    a. Providing support for the educational growth and success of their children

    b. Improving parent-school communications and parental understanding of school structures and expectations

    c. Becoming active partners with teachers in the education of their children

    d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral

3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians

4. Staff development for teachers in participating classrooms that includes, but is not limited to:
    a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies

    b. Knowledge and application of developmentally appropriate assessments of the pre reading skills of children in participating classrooms

    c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities

    d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

Eligibility and Enrollment Priorities for Part-Day CSPP Programs

A three-year-old or four-year-old child is eligible for a part-day CSPP program if the child's family is one of the following: (Education Code 8208)

1. A current aid recipient

2. Income eligible

3. Homeless

4. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited

After all eligible three- and four-year-old children have been enrolled as provided above, a part-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP program may provide services to three- and four-year-old children in families whose income is above the income eligibility threshold if those children are children with disabilities. Such children with disabilities enrolled in part-day CSPP program shall not count towards the 10-percent limit described above. (Education Code 8208)

A CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch may enroll four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208 and 8217)

The district shall certify eligibility and enroll families into their program within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to enrollment, a child shall be deemed eligible for a part-day CSPP program for the remainder of the program year. (Education Code 8208)

The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)

1. The first priority for services shall be given to three-year-old or four-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency. If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.

2. The second priority for services shall be given to eligible four-year-old children who are not enrolled in a state-funded transitional kindergarten (TK) program. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first.

   If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child with disabilities shall be enrolled first. If there are no families with a child with disabilities, the child that has been on the waiting list for the longest time shall be admitted first.

3. The third priority shall be given to eligible three-year-old children. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent at the time of enrollment, shall be enrolled first.

4. The fourth priority, after all otherwise eligible children have been enrolled, shall be children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to four-year-old children before three-year-old children.

5. The fifth priority, after all otherwise eligible children have been enrolled, shall be a child with disabilities whose family's income is above the income eligibility threshold, as described in Education Code 8213. Within this priority category, priority shall be given to four-year-old children before three-year-old children.

6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, a CSPP program site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch as described in Education Code 8217 may enroll any four-year-old children whose families reside within the attendance boundary of the qualified elementary school. These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.

Eligibility and Enrollment Priorities for Full-Day CSPP Programs

A three-year-old or four-year-old child is eligible for a full-day CSPP program if the family meets both of the following requirements: (Education Code 8208)

1. The child's family is a current aid recipient, income eligible, homeless, or one whose children are recipients of

child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited.

2. The child's family needs the childcare services because of either the following:

    a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as being homeless

    b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

After all families meeting the criteria specified in Items #1 and 2 above have been enrolled, a full-day CSPP program may provide services to three- and four-year-old children in families who do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

After all otherwise eligible children have been enrolled as provided above, a CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch as described in Education Code 8217 may enroll any four-year-old child. (Education Code 8208)

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than 12 months, shall receive those services for not less than 12 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least 12 months. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

Notice of Action

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing

3. An indication by the parent/guardian that the parent/guardian no longer wants the service

4. The death of a parent/guardian or child

5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18081, 18084, 18130, 18133)

Combined Preschool/Transitional Kindergarten Classroom

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.

2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.

3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.

4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.

5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.

6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.

Fees and Charges

Fees for participation in the district's full-day CSPP program shall be assessed and collected in accordance with the fee schedule established by the SPI in conjunction with the California Department of Social Services. (Education Code 8252; 5 CCR 18078)

However, for the 2021-2022 school year, family fees shall not be collected as specified in Education Code 8252.

In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR 18110)

A family may be exempt from the fees for up to 12 months if the child qualifies for preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8253)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)

Disenrollment Based on Reduced Funding

When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse

priority order for services as specified in Education Code 8210 and 8211 and as described above in the sections "Eligibility and Enrollment Priority for Part-Day CSPP Programs" and "Eligibility and Enrollment Priority for Full-Day CSPP Programs." (Education Code 8214)

Expulsion/Unenrollment Based on Behavior

A district preschool program shall not expel or unenroll a child based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8222)

1. Inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program

2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), with written parent/guardian consent, contact the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child

3. If the child does not have an IFSP or IEP, consider if it is appropriate to complete a universal screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, implementing behavior supports within the program, and considering an IEP for the child

If the district has taken the actions specified in items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code 8222)

Children with disabilities may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Parent Hearing

If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR 18120-18122)

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
22 CCR 101151-101191	Licensing and application procedures
22 CCR 101151-101239.2	General requirements; licensed child care centers - https://simbli.eboardsolutions.com/SU/25Fl2slsh36wTFm0vX8xZRbZg==
22 CCR 101212-101231	Continuing requirements - https://simbli.eboardsolutions.com/SU/H5IA5aJVFlBKHey0QgRA4A==

22 CCR 101237-101239.2	Facilities and equipment - https://simbli.eboardsolutions.com/SU/tHhaU35adyWpiEslshHV75I9Q==
5 CCR 14001-14036	School housing
5 CCR 17700-17833	California State Preschool Program
5 CCR 17701-17711	General Program Requirements
5 CCR 17746-17748	Enrollment priorities
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 80105-80125	Commission on Teacher Credentialing; child care and development permits
Ed. Code 17375	California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization for teaching credentials
Ed. Code 48000	Transitional kindergarten
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 8200-8340	California State Preschool Program
Ed. Code 8203.5	Contracts to provide preschool services
Ed. Code 8205	Definitions
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8208	Eligibility of three- or four-year-old child for state preschool program
Ed. Code 8209	Physical examination and immunizations
Ed. Code 8210	Priority for part-day programs
Ed. Code 8211	Priority for full-day programs
Ed. Code 8212	Complaints related to preschool health and safety issues
Ed. Code 8213	Income eligible; definition
Ed. Code 8214	Order of disenrollment
Ed. Code 8217	Enrollment of three- and four-year-old children in state preschool programs
Ed. Code 8220-8221	Family literacy services
Ed. Code 8241	Staffing ratios for center-based program
Ed. Code 8252-8254	Early childhood education family fees
Ed. Code 8298	Program director qualifications
Ed. Code 8322	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 8489-8489.1	Expulsion and Suspension Procedures
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers
W&I Code 10207-10215	General provisions
W&I Code 10207-10490	Child Care and Development Services Act
W&I Code 10217-10224.5	Resource and referral programs
W&I Code 10225-10234	Alternative payment programs
W&I Code 10235-10238	Migrant child care and development programs

W&I Code 10240-10243	General child care and development programs
W&I Code 10250-10252	Family child care home education networks
W&I Code 10260-10263	Child care and development services for children with special needs
W&I Code 10480-10487	Local planning councils

Federal References	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311-6322	Title I, relative to preschool
20 USC 6391-6399	Education of migratory children
42 USC 9831-9852c	Head Start programs
42 USC 9857-9858r	Child Care and Development Block Grant
45 CFR 1301.1-1305.2	Head Start

Management Resources References	**Description**
California Department of Education Publication	Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
California Department of Education Publication	Prekindergarten Learning Development Guidelines, 2000
California Department of Education Publication	First Class: A Guide for Early Primary Education, 1999
California Department of Education Publication	California Preschool Learning Foundations
California Department of Education Publication	Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Department of Education Publication	First Class: A Guide for Early Primary Education, 1999
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
U.S. Department of Education Publication	Good Start, Grow Smart, April 2002
U.S. Department of Education Publication	Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	National Institute for Early Education Research - https://simbli.eboardsolutions.com/SU/pplusslshPZjf4uPW5p0kSwjUDslshg==
Website	California Head Start Association - https://simbli.eboardsolutions.com/SU/cEC8h6islsh8MaZGvA9AXzE7A==
Website	California Preschool Instructional Network - https://simbli.eboardsolutions.com/SU/N3QGi0WWttDd0nJwtrlNew==
Website	Child Development Policy Institute - https://simbli.eboardsolutions.com/SU/JcRQgQP6XSt92dn6KuXCHw==
Website	California Association for the Education of Young Children - https://simbli.eboardsolutions.com/SU/r0qvYzEWUcRnpQGzFMfChw==
Website	First 5 California - https://simbli.eboardsolutions.com/SU/sEYslsh3n3gnmyslsh1pLxXzislshrQ==
Website	California Department of Social Services - https://simbli.eboardsolutions.com/SU/TFlWOAAhRHb4PYNSjlzKlQ==
Website	California County Superintendents Educational Services Association - https://simbli.eboardsolutions.com/SU/FJy7Gf2djxDpluso3aMdrmckQ==
Website	Cities Counties and Schools Partnership - https://simbli.eboardsolutions.com/SU/vkMU6AgLdg2x1CfasX4n3w==

Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==

Cross References	Description
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/x1QewT4YgzruZlTbYpBsCw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/AEEKECijKNmVMzEslshyCbIkw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/9uDcSKI7uugETmCykVahHQ==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/IsP74bct6ZWIEplusMslshUslshDk0g==
1330-E PDF(1)	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/CNUwUvT05G0aH7gGIK9dqA==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/NdfFmK3KRDWa7ZhbLQia8g==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==

3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/xQsi8XCX1iXiQIrdQ6mqHw==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/rCoU3YDeQiauvp8P9pTGvA==
3523	Electronic Signatures - https://simbli.eboardsolutions.com/SU/sAeF3TfQsETIooMGoIkifw==
3523	Electronic Signatures - https://simbli.eboardsolutions.com/SU/ouLslshn4GYb3pPOKN0kchMPg==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/y3nAvz7wK8dK46NGAKvvCg==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/rQ60kSLQYHiC8hW9GplusDtFw==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
4112	Appointment And Conditions Of Employment - https://simbli.eboardsolutions.com/SU/h2UUcLqR6nWn8M9XHIk1FQ==
4112.4	Health Examinations - https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplusYhAUA==
4112.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/lDaVyYyEsX2uuayPhodYCw==
4112.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/RwoubYUMsslsh7slshAUvWrC2HpQ==
4112.6	Personnel Files - https://simbli.eboardsolutions.com/SU/emYqUlClLEpQ3N9wg0E4Bg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4212.4	Health Examinations - https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgsplusOA==
4212.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/K2kSL91OyCcPJiCAGQlplusMw==
4212.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/elWezLExrodwsXFsrcssdw==
4212.6	Personnel Files - https://simbli.eboardsolutions.com/SU/uNiu75vyJXMvsclI7slshOVGg==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/52emsslshp67h2WsdOEvrslshMFw==
4222	Teacher Aides/Paraprofessionals - https://simbli.eboardsolutions.com/SU/R8I3V22slshv8L1TDQ3ILl3wg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4312.4	Health Examinations - https://simbli.eboardsolutions.com/SU/n2s4CeoDPdaplusBzy0QkOCSw==
4312.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/hslshQwvW7ctM8plus871gvslshe29A==
4312.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/HdBqOe93olNlDwSZ3dCnUQ==

4312.6	Personnel Files - https://simbli.eboardsolutions.com/SU/slshQ37eOVLFslshfF0try0wpUNA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQIHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5111	Admission - https://simbli.eboardsolutions.com/SU/GUaeicU7jgrM5znpNYGjqQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/xQb0iX5ZndNOtMmjybpA0A==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/2I6VGcQ4GcfNVkCB4PkdWQ==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/jgOyR5ZG6oxquyYQgJUHxw==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/1KEcWg3tdaMSHap3A6rQlA==
5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/nXFGAIcdg5TseX0vSC3nyw==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/VWiUZgh4RGGeEslshVkslsh8VR1g==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/Cvhn2qSYRlRLP3bxx2fsjQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wlufamEAdcmeCnQqXP7A9Q==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==

6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/Wa6ZJZ7BgrmYeDmvxY9Pplusg==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/A6SFDmO6DMTrJA5PyslshNNQw==
6170.1	Transitional Kindergarten - https://simbli.eboardsolutions.com/SU/captf1Q8oxwc3XTrVxLVag==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmIdwAg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/NubENplusa5j71YpdzoXO8mLQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/9wJXlmgSM3VrvV9fefplus1SA==
6173-E PDF(1)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/jzHilKypSnLjfpYVMtgfTA==
6173-E PDF(2)	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/7BVCyKmuwsQoslshW2O4dllGQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIIg==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/ZdRslshgxDjJyLzuRCDQi7YzA==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/EmVIh5NPbhplusIBFAplusaALJkw==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViaylIA==
7110	Facilities Master Plan - https://simbli.eboardsolutions.com/SU/Mr1vH6nbOnhmz7Fd4jenxg==
7210	Facilities Financing - https://simbli.eboardsolutions.com/SU/u7P3SQroAxus9PotBZiwyQ==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Cynthia Monreal González,
Exec. Dir. of Educational Services

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 6000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of new and revised Board Policies (BP) and Administrative Regulations (AR):

- (List detailed policies that are being revised, deleted or are new)
    - Administrative Regulation 6164.4 - Identification and Evaluation of Individuals for Special Education

RECOMMENDATION:
Approve the first reading and adoption of revised Board Policies and Administrative Regulations – 6000 series: Administrative Regulation 6164.4 - Identification and Evaluation of Individuals for Special Education.

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	

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

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

6000 SERIES

Administrative Regulation 6164.4 - Identification and Evaluation of Individuals for Special Education

Regulation updated to reflect **NEW LAW (SB 188, 2022)**, requiring each district to designate a main point of contact for coordinating and completing the transition of a child and family from Part C (Early Intervention Program for Infants and Toddlers with Disabilities) to Part B (Assistance for Children with Disabilities) of IDEA.

Regulation 6164.4: Identification And Evaluation Of Individuals For Special Education **Status:** ADOPTED

Original Adopted Date: 03/01/2007 | **Last Revised Date:** ~~09~~12/01/~~2021~~2022 | **Last Reviewed Date:** ~~09~~12/01/~~2021~~2022

CSBA NOTE: Pursuant to Education Code 56303, a student should be referred for special education instruction and services only after the resources of the regular education program such as Response to Instruction and Intervention (RtI2) strategies have been considered and, where appropriate, utilized. However, the U.S. Department of Education's Office of Special Education Programs (OSEP) Memorandum 11-07 emphasizes that districts have an obligation to ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

In the , "Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act,"- OSEP encourages districts to reexamine the efficacy of existing child find practices and initiate new activities in light of the educational disruptions caused by the COVID-19 pandemic, including through additional screenings; efforts to increase awareness about special education supports and the effects of the COVID-19 pandemic on students' academic performance and social-emotional, behavioral, and mental health needs; public awareness campaigns about developmental screenings in settings frequented by families such as health departments, physician's offices, public parks, amusement parks, shopping malls, and children's stores; social media campaigns on multiple online platforms; partnering with stakeholders such as parent-teacher organizations; and holding screening events in the community.

Additionally, OSEP emphasizes that students who are experiencing long-term COVID-19 effects must be referred for special education evaluation if their symptoms (such as fatigue, mood changes, or difficulty concentrating) are adversely impacting their ability to participate and learn in the general curriculum.

The obligation of a district to refer a student for special education evaluation is a fact-specific determination that must be made on a case-by-case basis.

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

CSBA NOTE: Pursuant to 34 CFR 300.301, a parent/guardian or district may request an initial evaluation to determine if a student is a student with a disability. OSEP Memorandum 11-07 emphasizes that if a parent/guardian requests an evaluation, and the district agrees with the parent/guardian that the student may be eligible for special education and related services, the district must evaluate the child. If the district does not suspect that the child has a disability and denies the

request for an initial evaluation, the district must provide written notice to the parent/guardian, pursuant to 34 CFR ~~330~~300.503, explaining the basis for such decision.

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct ~~a full and~~an individual initial evaluation of the ~~student~~student's educational needs related to all areas of suspected disability. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public

CSBA NOTE: 34 CFR 300.29 defines "native language" as the language normally used by the individual.

2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible

3. Explain the types of evaluation to be conducted

4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan. (Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

CSBA NOTE: 34 CFR 300.504 requires the district to provide parents/guardians with written notice prior to conducting the initial evaluation. For contents of the prior written notice, see AR 6159.1 -

Procedural Safeguards and Complaints for Special Education.

Education Code 56329 clarifies the factors to consider when making a determination of eligibility (, reflected in Item #2 below) and specifies circumstances in which a parent/guardian may be entitled to an independent educational evaluation (IEE~~) (~~), reflected in Items #4 and ~~#~~5 below~~)~~.

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.

2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.

3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.

4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

   If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

   If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the student's

parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

Parent/Guardian Consent for Evaluations

CSBA NOTE: Pursuant to Education Code 56321 and 34 CFR 300.300, the district must first obtain ~~informed~~ parent/guardian consent before conducting (1) an initial evaluation to determine if the student is a student with a disability or (2) a reevaluation to determine if the student continues to be a student with a disability. See AR 6159 - Individualized Education Program for language regarding parent/guardian consent for the provision of special education services, including the right to revoke such consent.

In *M.M. v. Lafayette School District*, the Ninth Circuit Court of Appeals concluded that the district had a procedural duty to provide the parents with their child's response to instruction (RTI) data when the district sought to obtain their ~~informed~~ consent for the initial evaluation. The district's failure to provide the parents with the RTI data as part of the initial evaluation resulted not only in a procedural violation but also a substantive violation of the Individuals with Disabilities Education Act (IDEA) since the failure prevented the parents from meaningfully participating in the IEP process.

Consent~~(Education Code 56321; 34 CFR 300.300)~~

~~*Informed parental consent*~~ means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in the parent/guardian's native language or other mode of communication, of all information relevant to the activity for which consent is sought

2. Understands and agrees, in writing, to the carrying out of the activity for which parent/guardian consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom

3. Understands that the granting of consent is voluntary on the parent/guardian's part and may be revoked at any time

4. Understands that if the parent/guardian revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

~~The district shall make reasonable efforts to obtain the informed~~**Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services.** (Education Code 56321; 34 CFR 300.300)

The district shall make reasonable efforts to obtain the consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

CSBA NOTE: It is recommended that the district maintain a record of its attempts to obtain consent, as provided in Items #1-3 below.

The district shall maintain a record of its attempts to obtain consent, ~~which may include:~~ such as: (Education Code 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

CSBA NOTE: Education Code 56321 and 34 CFR 300.300 provide that if a parent/guardian refuses to consent to an evaluation, the district may, but is not required to, utilize the due process procedures to pursue the evaluation. However, if the district declines to pursue the evaluation, the district does not violate its child find obligations under state and federal law.

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the ~~informed~~ consent from the parent/guardian of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining ~~informed~~ consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student.

2. The rights of the parent/guardian of the student have been terminated in accordance with state law.

3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

Conduct of the Evaluation

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related

services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code ~~56320,~~ 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of the student's IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. ((Education Code 56320; 34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis

2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer

3. Used for the purposes for which the assessments or measures are valid and reliable

4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist

5. Administered in accordance with any instructions provided by the producer of the assessments

6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient

7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom- based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student

2. The present levels of academic achievement and related developmental needs of the student

3. Whether the student needs, or continues to need, special education and related services

4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. ((Education Code 56320; 34 CFR 300.304)

Evaluation Report

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services

2. The basis for making the determination

3. The relevant behavior noted during the observation of the student in an appropriate setting

4. The relationship of that behavior to the student's academic and social functioning

5. The educationally relevant health, developmental, and medical findings, if any

6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services

7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate

8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

Eligibility Determination

CSBA NOTE: The following section contains procedures for determining a student's eligibility for special education and related services. Education Code 56334-56338 and 34 CFR 300.307-300.311 provide additional procedures for conducting the evaluation and making the determination for eligibility of a student with specific learning disabilities.

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

CSBA NOTE: Education Code 56329 requires districts to provide notice about specific factors in making the determination of eligibility as part of the district's evaluation plan. See section above entitled "Initial Evaluation for Special Education Services."

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

Independent Educational Evaluation

CSBA NOTE: 34 CFR 300.502 requires the district to provide parents/guardians, upon request for an IEE, information about where an IEE may be obtained and the district's criteria for the evaluation, including the location of the evaluation, qualifications of the examiner, and timelines for obtaining the evaluation. These criteria must be the same as the criteria that the district uses for district-initiated evaluations. In addition, Education Code 56329 requires districts to provide notice about parent/guardian rights to an IEE as part of the proposed evaluation plan; see section above entitled "Initial Evaluation for Special Education Services." Districts may wish to modify the following section to include specific criteria developed by the district or special education local plan area, as appropriate.

An *independent educational evaluation* is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

Public expense means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate

2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

Coordinating Transitions

CSBA NOTE: Government Code 95008, as amended by SB 188 (Ch. 49, Statutes of 2022), requires each district to designate a main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of IDEA), including establishing practices to educate and support families during the transition.

The district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of the federal Individuals with Disabilities Education Act), including establishing practices to educate and support families during the transition: (Government Code 95008)

Director of Special Education
(title or position)
4350 Otay Mesa Road, San Ysidro, Ca. 92173
(address)
618-428-4476

(telephone number)

Oscar.Madera@sysdschools.org
(email)

Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

CSBA NOTE: The following paragraph is for use by districts that offer grades K-1.

Before entering kindergarten or first grade, as the case may be, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs. (Education Code 56445)

CSBA NOTE: The district's point of contact, identified pursuant to Government Code 95008, as amended by SB 188, for coordinating and completing the transition of a child and family from infant/toddler programs to preschool, may coordinate the reevaluation of children with disabilities who are in a preschool program and the progress of children who are determined to be eligible for less intensive special education programs, as described below.

The district's point of contact for coordinating and completing the transition of a child and family from infant/toddler programs to preschool, may coordinate the reevaluation and monitoring as described above for kindergarten or first grade.

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3030-3031	Eligibility criteria
Ed. Code 44265.5	Professional preparation for teachers of impaired students
Ed. Code 56000-56885	Special education programs
Ed. Code 56043	Special education; timelines
Ed. Code 56195.8	Adoption of policies

Ed. Code 56300-56305	Identification of individuals with disabilities
Ed. Code 56320-56330	Assessment
Ed. Code 56333-56338	Eligibility for specific learning disabilities
Ed. Code 56340-56347	Individualized education program teams
Ed. Code 56381	Reassessment of students
Ed. Code 56425-56432	Early education for individuals with disabilities
Ed. Code 56441.11	Eligibility criteria; children ages 3-5
Ed. Code 56445	Transition to grade school; reassessment
Ed. Code 56500-56509	Procedural safeguards
Gov. Code 95000-95029.5	California Early Intervention Services Act

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1412	State eligibility
20 USC 1415	Procedural safeguards
34 CFR 104.35	Evaluation and placement
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
34 CFR 300.301-300.306	Evaluations and reevaluations
34 CFR 300.323	When IEPs must be in effect
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 303.1-303.734	Early Intervention Program for Infants and Toddlers with Disabilities

Management Resources	**Description**
California Department of Education Publication	California Practitioners' Guide for Educating English Learners with Disabilities, 2019
Court Decision	N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202
Court Decision	Compton Unified School District v. Addison, (9th Cir. 2010) 598 F.3d 1181
Court Decision	Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105
Court Decision	M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842
Court Decision	Hood v. Encinitas Union School District, (2007) 486 F.3d 1099

Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
U.S. Department Of Education Publication	Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021
U.S. Department Of Education Publication	Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021
U.S. Department of Education Publication	A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
3541.2	Transportation For Students With Disabilities
3552	Summer Meal Program
3552	Summer Meal Program
4112.23	Special Education Staff
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6120	Response To Instruction And Intervention
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.2	Animals At School
6163.2	Animals At School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.5	Student Success Teams
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families

6173.2	Education Of Children Of Military Families
6183	Home And Hospital Instruction

Regulation 6164.4: Identification And Evaluation Of Individuals For Special Education

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 03/10/2022 **| Last Reviewed Date:** 03/10/2022

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct a full and individual initial evaluation of the student. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan. (Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.

2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.

3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.

4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

   If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

   If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the student's parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

Parent/Guardian Consent for Evaluations

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.300)

Informed parental consent means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in the parent/guardian's native language or other mode of communication, of all information relevant to the activity for which consent is sought

2. Understands and agrees, in writing, to the carrying out of the activity for which parent/guardian consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom

3. Understands that the granting of consent is voluntary on the parent/guardian's part and may be revoked at any time

4. Understands that if the parent/guardian revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

The district shall make reasonable efforts to obtain the informed consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

The district shall maintain a record of its attempts to obtain consent, which may include:

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the informed consent from the parent of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining informed consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student.

2. The rights of the parent/guardian of the student have been terminated in accordance with state law.

3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student.

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

Conduct of the Evaluation

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing

to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code 56320, 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of the student's IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis

2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer

3. Used for the purposes for which the assessments or measures are valid and reliable

4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist

5. Administered in accordance with any instructions provided by the producer of the assessments

6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient

7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic

performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student

2. The present levels of academic achievement and related developmental needs of the student

3. Whether the student needs, or continues to need, special education and related services

4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. (34 CFR 300.304)

Evaluation Report

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services

2. The basis for making the determination

3. The relevant behavior noted during the observation of the student in an appropriate setting

4. The relationship of that behavior to the student's academic and social functioning

5. The educationally relevant health, developmental, and medical findings, if any

6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services

7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate

8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

Eligibility Determination

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and

teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

Independent Educational Evaluation

An *independent educational evaluation* is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

Public expense means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate

2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

Before entering kindergarten or first grade, as the case may be, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs. (Education Code 56445)

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
34 CFR 303.1-303.734	Early Intervention Program for Infants and Toddlers with Disabilities
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3030-3031	Eligibility criteria
Ed. Code 44265.5	Professional preparation for teachers of impaired students
Ed. Code 56000-56885	Special education programs
Ed. Code 56043	Special education; timelines
Ed. Code 56195.8	Adoption of policies
Ed. Code 56300-56305	Identification of individuals with disabilities
Ed. Code 56320-56330	Assessment
Ed. Code 56333-56338	Eligibility for specific learning disabilities
Ed. Code 56340-56347	Individualized education program teams
Ed. Code 56381	Reassessment of students
Ed. Code 56425-56432	Early education for individuals with disabilities
Ed. Code 56441.11	Eligibility criteria; children ages 3-5
Ed. Code 56445	Transition to grade school; reassessment
Ed. Code 56500-56509	Procedural safeguards
Gov. Code 95000-95029.5	California Early Intervention Services Act

Federal References	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1412	State eligibility
20 USC 1415	Procedural safeguards
34 CFR 104.35	Evaluation and placement
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
34 CFR 300.301-300.306	Evaluations and reevaluations
34 CFR 300.323	When IEPs must be in effect
34 CFR 300.502	Independent educational evaluation of student with disability

Management Resources References	Description
California Department of Education Publication	California Practitioners' Guide for Educating English Learners with Disabilities, 2019
Court Decision	N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202

Court Decision	Compton Unified School District v. Addison (9th Cir. 2010) 598 F.3d 1181
Court Decision	Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105
Court Decision	M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842
Court Decision	Hood v. Encinitas Union School District (2007) 486 F.3d 1099
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
U.S. Department Of Education Publication	Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021
U.S. Department Of Education Publication	Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021
U.S. Department of Education Publication	A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education, Special Education - https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrmVmBCA==
Website	U.S. Department of Education, Office of Special Education Programs - https://simbli.eboardsolutions.com/SU/v4I2D9cNplus2KZ0yVtPslshvZhg==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/76Pc2jlTzGKe840o2nGKVg==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/O3NplusXslshFxM3Z7PVLEnBKeyQ==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/LWkQKlox9LKeAZYpluts6Q==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/XrRplusCmxp3upT0P3upP7L0w==
1312.3-E PDF(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E PDF(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1312.3-E PDF(3)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/tislshVZgV0EplusKdGCklfE2OdA==
1312.3-E PDF(4)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/0Jplusr04dv64PchIslshicefyfg==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/CkZkCl5GKSusAnqQiDzUDA==

3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/lAJDgoYlIDjrGK0VsaiTUA==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/gmZgmCslshLxxBI7mz2rvcd7A==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
5145.6	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E PDF(1)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.6-E PDF(2)	Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/VWiUZgh4RGGeEslshVkslsh8VR1g==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/Cvhn2qSYRlRLP3bxx2fsjQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/yslshFBmXa4RJtyslshswgRyRDKQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/Ckp6jijm9OffEpNAqcp7Ig==
6120	Response To Instruction And Intervention - https://simbli.eboardsolutions.com/SU/dEp4ldh5BcjpnZ6dDslshCGbw==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/m8kR6OqcnpKBslshBUOCscN6Q==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/c3m96PV0v0n1mPST6vUNcA==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/V7yUlsFdFwQSslshgLslsho7wzdg==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/CRudpul9UFSZJWywEZtpBQ==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/w5y5I2RKRITTWgEGr7c4pA==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/OAsg62CoShZYMnQmfACXslshA==
6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/W2pplusGXW0VmmslshgPRPDAsAaw==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/UbKCQZmet0V8Ya9gXCOw9A==
6163.2	Animals At School - https://simbli.eboardsolutions.com/SU/JicadXYu8G69TDnua3slshVug==

6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/pak9muIqbcdLJLuRbBkD6Q==
6164.41	Children With Disabilities Enrolled By Their Parents In Private School - https://simbli.eboardsolutions.com/SU/vWu9VbR53MMv9rmBIL32kw==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/JtQDlrkSo9aktbt4cbmG5g==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/9kuifz9ovp2U1ldnNuPhJg==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/KSed8OKaYIQWDXMkS1v1Aw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/uiyfKoElFv7NzUrqNslshftGw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIIg==
6183	Home And Hospital Instruction - https://simbli.eboardsolutions.com/SU/MyV2GJCiJDDplusHlvzjadf6Q==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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 – 9000 SERIES

BACKGROUND INFORMATION:
The San Ysidro School District has a current agreement with the California School Boards Association (CSBA) for the maintenance of its Board Policy manual. This subscription service provides policy updates and ongoing consulting.

Governing Boards are responsible for the development and compliance of its board policies. They are responsible for adopting and revising policies in keeping with new laws and legislation that impact specific policies and administrative regulations.

Below is the list of new and revised Board Policies (BP) and Administrative Regulations (AR):

- (List detailed policies that are being revised, deleted or are new)
    - Board Bylaw 9220 - Governing Board Elections
    - Board Bylaw 9223 - Filling Vacancies
    - Board Bylaw 9323 - Meeting Conduct

RECOMMENDATION:
Approve the first reading and adoption of revised Board Bylaws – 9000 series: Board Bylaw 9220 - Governing Board Elections, Board Bylaw 9223 - Filling Vacancies and Board Bylaw 9323 - Meeting Conduct.

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	

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

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

9000 SERIES

Board Bylaw 9220 - Governing Board Elections

Bylaw updated to reflect **NEW LAW (AB 2584, 2022)**, by adding a new section - "Recalling a Board Member." Updated Bylaw also revised "Election Process and Procedure" section to reflect **NEW LAW (SB 1061, 2022)** regarding the requirement that any petition for a special election to fill a Board vacancy include the county election official's estimate of the cost of conducting the special election.

Board Bylaw 9223 - Filling Vacancies

Bylaw updated to reflect **NEW LAW (SB 1061, 2022)**, by adding a new note and body paragraph at the end of the "Provisional Appointments" section. Updated Bylaw also reflects **New Attorney-General Opinion** on how a vacancy is to be filled when a district's trustee areas have been revised or election method has changed from "at-large" to "by-trustee area," since the Board member whose term is to be completed was last elected. The Bylaw also updated to rearrange the Items in "Timelines for Filling a Vacancy" and to revise as necessary for clarity.

Board Bylaw 9323 - Meeting Conduct

Bylaw Updated to reflect **NEW LAW (SB 1100, 2022)** which authorizes the Board President to remove an individual for disrupting a Board meeting, establishes a procedure for warning the individual prior to their removal, and defines "disrupting" and "true threat of force."

Bylaw 9220: Governing Board Elections **Status:** ADOPTED

Original Adopted Date: 06/01/2006 | **Last Revised Date:** ~~07~~12/01/~~2017~~2022 | **Last Reviewed Date:** ~~07~~12/01/~~2017~~2022

~~**Board Member Qualifications**~~

CSBA NOTE: The following bylaw is optional. The filling of elective offices involves serious issues of constitutional and statutory concerns. Any district with questions related to local elections should consult CSBA District and County Office of Education Legal Services or district legal counsel.

Board Member Qualifications

CSBA NOTE: Education Code 35107 and Elections Code 20 detail eligibility for Governing Board membership as specified below. In 81 Ops.Cal.Atty.Gen. 98 (1998), the Attorney General opined that the residency requirement in Education Code 35107 is a continuing requirement for holding the office during the entire term of the Board member.

A person ~~is~~ who is not registered to vote is ineligible to hold public office ~~if he/she is not registered to vote~~. Elections Code 2201 lists the causes for cancelling an individual's voter registration and making ~~him/her~~that person ineligible to hold public office, including, but not limited to, legally established mental incompetency, proof that the person is presently imprisoned or on parole for conviction of a felony, or official notification that the voter is registered to vote in another country or state.

Any person is eligible to be a member of the Governing Board, without further qualifications, if ~~he/she~~the person is 18 years of age or older, a citizen of California, a resident of the school district or, if applicable, the trustee area, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when ~~he/she~~the person has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

CSBA NOTE: Pursuant to Education Code 35107, a district employee elected to serve on the district Board must resign ~~his/her~~from the employment before being sworn into office as a Board member.

Pursuant to Education Code 1006, employees of a school district are eligible to run for the county board of education seat as long as their school district employer is not within the jurisdiction of the county board.

A district employee elected to the Board shall resign ~~his/her~~from district employment before being sworn in or shall have ~~his/her~~the employment automatically terminated upon being sworn into office. (Education Code 35107)

CSBA NOTE: The following paragraph is optional. See CSBA's web site for information about school board service that may be shared with candidates.

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information

regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Recalling a Board Member

CSBA NOTE: The following section is optional. Government Code 1770 lists events that may create a vacancy in an elective office, including removal from office, while Elections Code 11000 provides for recall as the means for effecting such removal of a Board member. Pursuant to Elections Code 11006, recall proceedings may be initiated by the service, filing, and publication or posting of a notice of intention to circulate a recall petition by proponents who must be registered voters of the board member's electoral jurisdiction. Elections Code 11020, as amended by AB 2584 (Ch. 792, Statutes of 2022), specifies the number of proponents that must be listed on the notice, depending on the number of registered voters in the electoral jurisdiction involved.

A Board member may be recalled as permitted by Elections Code 11000. Proponents of a recall are required to serve, file, and publish or post a notice of intention to circulate the recall petition and to comply with other applicable law and formalities and county elections official directives. The petition, pursuant to Elections Code 11041, is required to be in the format provided by the Secretary of State and to include an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

CSBA NOTE: Pursuant to Elections Code 11242, as amended by AB 2584 (Ch. 792, Statutes of 2022), after the Board orders an election, the recall election must be held within the period specified in the following paragraph, unless an extension beyond the specified period is necessary in order to consolidate the recall election with a regularly scheduled election.

Within 14 days after the meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from the county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election.
Recall elections shall be conducted in accordance with Elections Code 11381-11386.

Consolidation of Elections

CSBA NOTE: The following optional section is for districts that currently hold their Board elections at a time that is not concurrent with municipal or statewide elections.

Education Code 5000 and Elections Code 1302 require the regular election of Board members to be held on the first Tuesday after the first Monday in November of each odd-numbered year. However, in accordance with Elections Code 1302 and 10404.5, districts are authorized to request consolidation of their Board elections with the local municipal or state primary or general election by adopting a Board resolution and submitting it to the County Board of Supervisors for approval. Within 30 days following approval by the County Board of Supervisors, the elections official will notify all registered voters in the district of the change of election date.

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

CSBA NOTE: Pursuant to Elections Code 14051-14052, ~~as added by SB 415 (Ch. 235, Statutes of 2015),~~ districts are required to hold elections concurrent with statewide elections if holding nonconcurrent elections has previously resulted in a "significant decrease" in voter turnout. Pursuant to Elections Code 14051, a significant decrease has occurred when voter turnout for a regularly scheduled election held on a nonconcurrent date is at least 25 percent less than the average local turnout for the previous four statewide general elections. ~~A district that holds Board elections other than on a statewide elections date may only delay the consolidation may only delay the consolidation if, by January 1, 2018, it has adopted a plan to consolidate elections by November 8, 2022. It is recommended that districts with nonconcurrent elections review the voter turnout for their recent elections, consult with legal counsel, and, as necessary, prepare and approve a plan by January 1, 2018 to move their election to a statewide election date.~~ For ~~a~~ further analysis ~~of SB 415~~, see CSBA's , "Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections.:"

Districts consolidating their elections due to low voter turnout should follow the procedures specified in Elections Code 1302, including the adoption of a Board resolution.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. ~~The district shall move its election to the next state statewide election date, unless the Board has adopted a plan by January 1, 2018 to consolidate Board elections not later than the November 8, 2022 statewide general election.~~ (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Elections Process and Procedures

CSBA NOTE: Any district that selects Option 2 or 3 should ensure that its decision is consistent with Elections Code 14025-14032 (the California Voting Rights Act (CVRA~~))~~)), which prohibits the use of the "at-large" voting method for elections within jurisdictions with a history of "racially polarized voting" (i.e., difference between voters of a protected class and voters in the rest of the jurisdiction in the choice of candidates preferred). ~~Any district seeking more information about the CVRA and its possible effects should consult legal counsel.~~

OPTION 1: (Election by trustee area)

The district is divided into trustee areas and each trustee area shall be represented by a Board member who resides in and is elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.

Prior to March 1 following the year in which the results of each decennial federal census are released, the Board shall adjust the boundaries of the district's trustee areas based on population figures as validated by the Population Research Unit of the Department of Finance. (Education Code 5019.5)

OPTION 1 ENDS HERE

CSBA NOTE: Any district that selects Option 2 or 3 should ensure that its decision is consistent with Elections Code 14025-14032 (the California Voting Rights Act (CVRA)) which prohibits the use of the "at-large" voting method for elections within jurisdictions with a history of "racially polarized voting" (i.e., difference between voters of a protected class and voters in the rest of the jurisdiction in the choice of candidates preferred). ~~Any district seeking more information about the CVRA and its possible effects should consult legal counsel.~~

OPTION 2**:** (Election using "at-large" voting method)

Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.

OPTION 2 ENDS HERE

CSBA NOTE: The extent, if any, to which a district using the "from trustee area/hybrid" method (Option *3)* is required to balance its trustee areas by population is unclear; see *Dusch v.* ~~Davis. Any district using Option 3 should consult with legal counsel regarding whether to balance its trustee areas by population.~~*Davis.*

OPTION 3: (Election from trustee area/hybrid method)

Each Board member shall reside within the trustee area that ~~he/she~~the Board member represents but shall be elected by all voters in the district.

OPTIONS 3 ENDS HERE

CSBA NOTE: The ~~remainder of this section~~following paragraph is for districts using Option 2 or 3 and may be revised to reflect district practice. Such districts should periodically monitor the demographics within their geographical boundaries to ensure that no violation of the CVRA occurs. Any district found in violation of the CVRA could be held liable for attorneys' fees and legal costs. Elections Code 10010, ~~as amended by AB 350 (Ch. 737, Statutes of 2016),~~ requires that a prospective plaintiff send written notice to the district prior to filing a complaint alleging that the method of election violates the CVRA so that the district will have the chance to cure any potential violations before the commencement of litigation. Even if the district cures the alleged violations, it may be required to pay reasonable costs incurred in supporting the written notice.

To ensure ongoing compliance with the California Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

CSBA NOTE: Converting from an "at-large" (Option 2) to a "by trustee area" (Option 1) voting method involves complex issues of law regarding matters such as the redrawing of maps, required approvals, and transition dates. Elections Code 10010~~, as amended by AB 350 (Ch. 737, Statutes of 2016),~~ requires the Board to hold hearings before and after drawing maps of the proposed district boundaries to allow for public input. If Board members will be elected at different times for staggered terms of office, hearings held after publishing the draft map(s) are required to include an opportunity for public input regarding the proposed sequence of elections. ~~Any district that is considering switching to a "by trustee area" election method should consult legal counsel as necessary.~~

~~If~~When the district's election method is to be changed, the Board ~~determines that a change is necessary, it~~ shall hold public hearings in accordance with Elections Code 10100 before adopting a resolution at an

open meeting specifying the change(s), and shall, in accordance with Education Code 5019, obtain approval from the county committee on school district organization having jurisdiction over the district.

CSBA NOTE: The remainder of this section is for all districts. The Attorney General opined in 105 Ops.Cal.Atty.Gen. 182 (2022) that when the boundaries of a district's trustee areas are adjusted or the district changes from "at-large elections" to "by-trustee area elections," and a vacancy then arises in a seat held by a Board member whose term of office began prior to the change in boundaries or election method, the vacancy should be filled using the boundaries or election method by which the incumbent Board member was elected. Any district that has already adopted a "by-trustee" election method should revise the ~~following paragraph accordingly.~~

The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

CSBA NOTE: Pursuant to Education Code 5091, as amended by SB 1061 (Ch. 831, Statutes of 2022), any petition for a special election must contain the county elections official's estimate of the cost of conducting the special election, expressed on a per-student basis.

Any petition for a special election ordered pursuant to Education Code 5091 shall contain the county election official's estimate of the cost of conducting the special election, expressed on a per-student basis. (Education Code 5091)

Campaign Conduct

CSBA NOTE: Education Code 35177 has long authorized boards, by resolution, to limit campaign expenditures and/or contributions for candidates in board elections. However, in June 2006, the U.S. Supreme Court held in *Randall v. Sorrell* that limits on campaign expenditures are unconstitutional and violate a candidate's right to free speech. The court did hold that limits on contributions to candidates could be constitutional if such limits are not overly restrictive, allow candidates to compete in the race, and do not operate to protect incumbents. However, because Education Code 35177 provides no mechanism for the district to enforce any contribution limits set by the Board, such limits would be completely voluntary, and other candidates and/or the Board would have no recourse in the event of noncompliance by a candidate. It is strongly recommended that, before adopting voluntary contribution limits under the authority granted in Education Code 35177, the Board consult CSBA District and County Office of Education Legal Services or district legal counsel, in order to ensure that the district's limits satisfy legal restrictions.

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

CSBA NOTE: The following paragraph is optional. Government Code 85300 generally prohibits the expenditure of public funds for the purpose of seeking elective office. However, ~~as amended by SB 1107 (Ch. 837, Statutes of 2016),~~ Government Code 85300 permits a candidate to expend or accept public funds for the purpose of seeking elective office if the Board establishes a dedicated fund for that purpose, provided that both (1) the public funds are available to all qualified, voluntarily participating candidates for the same office without regard to incumbency or political party preference, and (2) the Board has established criteria for determining a candidate's qualifications. For school board elections, candidate qualifications are specified in state law (see section "Board Member Qualifications" above), and districts should not establish additional qualification requirements. ~~It is recommended that the district consult legal counsel when establishing a dedicated fund for those seeking election to the Board.~~

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

CSBA NOTE: Pursuant to Elections Code 20440, county election officials are required to present each candidate running for public office with a voluntary Code of Fair Campaign Practices for the candidate to sign. The pledge states the candidate's intent to conduct ~~his/her~~the campaign openly and fairly and provides that the candidate may not use or permit negative prejudice based on another candidate's race, religion, physical or mental disability, sex, gender, gender identity, gender expression, sexual orientation, or any other prohibited category of discrimination listed in Government Code 12940. Although neither the district nor opposing candidates have authority to enforce the pledge if it is violated, a candidate's signature is a matter of public record. The following optional paragraph expresses the Board's desire that candidates for Board membership sign and abide by the terms of the pledge.

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or ~~his/her~~ designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

CSBA NOTE: Pursuant to Elections Code 13307, the candidate statement is limited to 200 words (Option 1 below), unless the Board has authorized an increase to a 400-word maximum (Option 2 below).

OPTION 1: (200 Words Limit)

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. **Candidate statements shall be limited to no more than 200 words.** (Elections Code 13307)

OPTION 1 ENDS HERE

OPTION 2: (400 Words Limit)

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. ~~(Elections Code 13307)~~

~~OPTION 1 ENDS HERE~~

OPTION 2: Candidates for the Board may submit a candidate statement to the elections official for~~—inclusion in the voter's pamphlet.~~ Candidate statements shall be limited to no more than 400 words. (Elections Code 13307)

OPTION 2 ENDS HERE

CSBA NOTE: The following optional paragraph is for use by any district that authorizes electronic distribution of candidate statements in addition to or instead of the mailed voter's pamphlet. Pursuant to Elections Code 13307, a voter may receive by mail a voter's pamphlet that contains candidate statements or, when authorized by the elections official, may opt to obtain the voter's pamphlet and related materials electronically (i.e., from the elections official's web site or via email). If a candidate chooses to submit a statement for electronic distribution only, it will not appear in the mailed voter's pamphlet.

When electronic distribution is authorized by the elections official, districts may choose, pursuant to Elections Code 13307, ~~as amended by AB 2010 (Ch. 128, Statutes of 2016), whether or not~~whether to permit Board candidates to prepare a statement for electronic distribution. The following paragraph may be revised to reflect district practice.

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

CSBA NOTE: Prior to the beginning of the nominating period, Elections Code 13307~~, as amended by AB 2010 (Ch. 128, Statutes of 2016),~~ requires the Board to determine whether to have the district assume the costs of producing candidate statements or to charge candidates for the costs, regardless of whether the statements are for hard copy or electronic distribution. In 85 Ops.Cal.Atty.Gen. 49 (2002), the Attorney General opined that Elections Code 13307, which authorizes the district to pay for the distribution of candidate statements for nonpartisan elective offices, does not conflict with Education Code 7054, which prohibits the use of district resources for campaign purposes. According to the Attorney General, distributing campaign statements cannot be considered campaigning for any particular candidate in a partisan manner so as to conflict with the Education Code prohibition.

Option 1 below is for districts that assume the costs associated with producing candidate statements, and Option 2 is for districts that charge candidates for the costs. The following options may be revised to reflect the method of distribution (i.e., electronic and/or hard copy) used by the district.

OPTION 1: ~~In order to help defray the costs of campaigning for the Board, the~~ (Candidate Statement Paid by District)

The district shall pay the cost of printing, handling, translating, mailing, and/or electronically distributing candidate statements filed pursuant to Elections Code 13307.

OPTION 1 ENDS HERE

OPTION 2: (Candidate Statement Paid by Candidate)

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

OPTION 2 ENDS HERE

Tie Votes in Board Member Elections

CSBA NOTE: Education Code 5016 requires the Board to decide, before conducting any election, whether a potential tie will be resolved by lot or by a runoff election. Option 1 provides for the use of lots to determine the winner in case of a tie in every election, Option 2 provides for a runoff election in every election, and Option 3 is for use by districts that will make this determination prior to each election.

Education Code 5016 requires the County Superintendent of Schools to provide certification of a tie vote in an election to the district Board.

OPTION 1: (Tie Decided by Lot)

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

OPTION 1 ENDS HERE

OPTION 2: (Tie Decided by Runoff Election)

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall schedule a runoff election in accordance with law. (Education Code 5016)

OPTION 2 ENDS HERE

OPTION 3: (Tie Decided Based on Board Determination Prior to Each Election)

Before each election, the Board shall decide whether to resolve a potential tie by lot or by a runoff election. If the Board has decided to resolve a tie by lot, the Board shall, immediately after the election, notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. If the Board has decided to resolve a tie with a runoff election, the Board shall schedule the runoff election in accordance with law. (Education Code 5016)

OPTION 3 ENDS HERE

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
CA Constitution Article 2, Section 2	Voters; qualifications
CA Constitution Article 7, Section 7	Conflicting offices
CA Constitution Article 7, Section 8	Disqualification from office
Ed. Code 1006	Prohibition against school district employees serving on county board of education

Ed. Code 35107	School district employees
Ed. Code 35177	Campaign expenditures or contributions
Ed. Code 35239	Compensation of governing board member of districts with less than 70 ADA
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5091	Vacancies; petition for special election
Ed. Code 5220-5231	Elections
Ed. Code 5300-5304	General provisions (; conduct of elections)
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5380	Compensation (~~of~~; election officer)
Ed. Code 5390	Qualifications of voters
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Ed. Code 7054	Use of district property; campaign purposes
Elec. Code 10010	District boundaries
Elec. Code 10400-10418	Consolidation of elections
Elec. Code 10509	Notice of election by secretary
Elec. Code 10600-10604	School district elections
Elec. Code 11000	Recall of officers
Elec. Code 1302	Local elections; school district election
Elec. Code 13307	Candidate's statement
Elec. Code 13308	Candidate's statement contents
Elec. Code 13309	Candidate's statement; indigence
Elec. Code 14025-14032	California Voting Rights Act
Elec. Code 14050-14057	California Voter Participation Rights Act
Elec. Code 20	Public office eligibility
Elec. Code 20440	Code of Fair Campaign Practices
Elec. Code 2201	Grounds for cancellation
Elec. Code 4000-4008	Elections conducted wholly by mail
Gov. Code 1021	Conviction of crime
Gov. Code 1097	Illegal participation in public contract

Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 1770	Vacancy of office
Gov. Code 81000-91014	Political Reform Act of 1974
Pen. Code 424	Embezzlement and falsification of accounts by public officers
Pen. Code 661	Removal for neglect or violation of official duty
Pen. Code 68	Bribes
Pen. Code 74	Acceptance of gratuity

Federal	**Description**
52 USC 10301-10508	Voting Rights Act

Management Resources	**Description**
Attorney General Opinion	**105 Ops.Cal.Atty.Gen. 182 (2022)**
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 98 (1998)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 181 (2000)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 49 (2002)
CSBA Publication	Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017
Court Decision	Dusch v. Davis (1967) 387 U.S. 112
Court Decision	Randall v. Sorrell (2006) 126 S.Ct. 2479
Court Decision	Rey v. Madera Unified School District (2012) 203 Cal. App. 4th 1223
Court Decision	Sanchez v. City of Modesto (2006) 145 Cal. App. 4th 660
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	California Secretary of State's Office
Website	CSBA

Cross References

Code	**Description**
0410	Nondiscrimination In District Programs And Activities
9005	Governance Standards
9110	Terms Of Office
9223	Filling Vacancies
9224	Oath Or Affirmation

9230	Orientation
9240	Board Training
9270	Conflict Of Interest
9270-E (1)	Conflict Of Interest
9320	Meetings And Notices

Bylaw 9220: Governing Board Elections

Status: ADOPTED

Original Adopted Date: 04/11/2019 **| Last Reviewed Date:** 04/11/2019

Board Member Qualifications

Any person is eligible to be a member of the Board of Education, without further qualifications, if he/she is 18 years of age or older, a citizen of California, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when he/she has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

A district employee elected to the Board shall resign his/her employment before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee may provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Consolidation of Elections

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. The district shall move its election to the next state statewide election date, unless the Board has adopted a plan by January 1, 2018 to consolidate Board elections not later than the November 8, 2022 statewide general election. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Elections Process and Procedures

Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office.

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of

the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

Tie Votes in Board Member Elections

Before each election, the Board shall decide whether to resolve a potential tie by lot or by a runoff election. If the Board has decided to resolve a tie by lot, the Board shall, immediately after the election, notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. If the Board has decided to resolve a tie with a runoff election, the Board shall schedule the runoff election in accordance with law. (Education Code 5016)

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 2, Section 2	Voters; qualifications - https://simbli.eboardsolutions.com/SU/KKLw0OnoP51tFVmcD0r0cw==
CA Constitution Article 7, Section 7	Conflicting offices - https://simbli.eboardsolutions.com/SU/w2GJWnE8euW42mslshEhP4pdA==
CA Constitution Article 7, Section 8	Disqualification from office - https://simbli.eboardsolutions.com/SU/Q4yREwplusyW3K8LD1GiJq8Eg==
Ed. Code 1006	Prohibition against school district employees serving on county board of education - https://simbli.eboardsolutions.com/SU/Qnj8IKKU84qMv8ZX5ZPu1w==
Ed. Code 35107	School district employees
Ed. Code 35177	Campaign expenditures or contributions
Ed. Code 35239	Compensation of governing board member of districts with less than 70 ADA
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5091	Vacancies; petition for special election
Ed. Code 5220-5231	Elections
Ed. Code 5300-5304	General provisions; conduct of elections
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5380	Compensation; election officer
Ed. Code 5390	Qualifications of voters

Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Ed. Code 7054	Use of district property; campaign purposes
Elec. Code 10010	District boundaries
Elec. Code 10400-10418	Consolidation of elections
Elec. Code 10509	Notice of election by secretary
Elec. Code 10600-10604	School district elections
Elec. Code 11000	Recall of officers
Elec. Code 1302	Local elections; school district election
Elec. Code 13307	Candidate's statement
Elec. Code 13308	Candidate's statement contents
Elec. Code 13309	Candidate's statement; indigence
Elec. Code 14025-14032	California Voting Rights Act
Elec. Code 14050-14057	California Voter Participation Rights Act
Elec. Code 20	Public office eligibility
Elec. Code 20440	Code of Fair Campaign Practices
Elec. Code 2201	Grounds for cancellation
Elec. Code 4000-4008	Elections conducted wholly by mail
Gov. Code 1021	Conviction of crime
Gov. Code 1097	Illegal participation in public contract
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 1770	Vacancy of office
Gov. Code 81000-91014	Political Reform Act of 1974
Pen. Code 424	Embezzlement and falsification of accounts by public officers
Pen. Code 661	Removal for neglect or violation of official duty
Pen. Code 68	Bribes
Pen. Code 74	Acceptance of gratuity

Federal References	**Description**
52 USC 10301-10508	Voting Rights Act

Management Resources References	**Description**
Attorney General Opinion	105 Ops.Cal.Atty.Gen. 182 (2022)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 98 (1998)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 181 (2000)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 49 (2002)
Court Decision	Dusch v. Davis, (1967) 387 U.S. 112
Court Decision	Randall v. Sorrell, (2006) 126 S.Ct. 2479
Court Decision	Rey v. Madera Unified School District, (2012) 203 Cal. App. 4th 1223
Court Decision	Sanchez v. City of Modesto, (2006) 145 Cal. App. 4th 660
CSBA Publication	Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017

Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	Institute for Local Government - https://simbli.eboardsolutions.com/SU/U2G2edhR1agbQ5dqoPtfmA==
Website	Fair Political Practices Commission - https://simbli.eboardsolutions.com/SU/C2dGDtcJnwslshMnGhy8lJcbw==
Website	California Secretary of State's Office - https://simbli.eboardsolutions.com/SU/boqYBvXk4Ayr0Vpwslsh5Z9FA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
9005	Governance Standards - https://simbli.eboardsolutions.com/SU/vTHplusWby5zXa4lk9XusgbZg==
9110	Terms Of Office - https://simbli.eboardsolutions.com/SU/89QncaWH8uVsZ3wilC4saQ==
9223	Filling Vacancies - https://simbli.eboardsolutions.com/SU/94Bx5I6RFOQZscwY6slshRz4A==
9224	Oath Or Affirmation - https://simbli.eboardsolutions.com/SU/5pnyFplusSkS25JiH3Aq3kMmQ==
9230	Orientation - https://simbli.eboardsolutions.com/SU/plusjxAYSEslshNFawGZOpf7KxWg==
9240	Board Training - https://simbli.eboardsolutions.com/SU/s6mZKfFDnrslshAhh7cBhu1xw==
9270	Conflict Of Interest - https://simbli.eboardsolutions.com/SU/yL3P0tPJ0zk3Pb2VzUm1Ig==
9270-E PDF(1)	Conflict Of Interest - https://simbli.eboardsolutions.com/SU/1pr6ublzcUt51mYCwwocqQ==
9270-E PDF(2)	Conflict Of Interest - https://simbli.eboardsolutions.com/SU/K7ityvEsig55qNtibyqpDw==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/I2YokBslshSxZvKHkFPYV8weA==

Bylaw 9223: Filling Vacancies **Status:** ADOPTED

Original Adopted Date: 09/01/1989 | **Last Revised Date:** ~~08~~12/01/~~2014~~2022 | **Last Reviewed Date:** ~~08~~12/01/~~2014~~2022

Events Causing a Vacancy

A vacancy on the Governing Board may ~~occur~~ ~~for~~arise from any of the following events:

1. The death of an incumbent (Government Code 1770)

2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of ~~his/her~~the office for the remainder of ~~his/her~~the term (Government Code 1770)

3. A Board member's resignation (Government Code 1770)

   A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer ~~the~~an effective date of ~~his/her~~ resignation for more than 60 days after ~~he/she files~~the date the resignation is filed with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, ~~including~~ by recall (Elections Code ~~11384~~11000; Government Code 1770)

5. A Board member's ceasing to be a resident of the district (Government Code 1770)

CSBA NOTE: The following paragraph is for use by districts that have established trustee areas. In 105 Ops.Cal.Atty.Gen 182 (2022), the Attorney General has opined that when the boundaries of a district's trustee areas are adjusted or the district changes from "at-large elections" to "by-trustee area elections," and a vacancy then arises in a seat held by a Board member whose term of office began prior to the change in boundaries or election method, the vacancy should be filled using the boundaries or election method by which the incumbent Board member was elected. See BB 9220 – Governing Board Elections.

6. ~~A vacancy on the Board also occurs when a~~A Board member ceases to inhabit the trustee area ~~which he/she represents~~represented on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

   However, a vacancy does not arise when the district adjusts the trustee area boundaries or changes from "at-large" to "by-trustee area" election method during a Board member's term.

7. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)

   a. Upon district business with the approval of the Board

   b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

~~CSBA NOTE: AB 334 (Ch. 54, Statutes of 2011) amended Government Code 1064 to authorize the Governing Board to extend an out-of-state absence for an unlimited duration when the absence is due to illness or other urgent necessity.~~

c. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

d. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve ~~in his/her~~during the absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

8. A Board member's ceasing to discharge the duties of ~~his/her~~the office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)

CSBA NOTE: Board members forfeit office and, in some cases, are disqualified from holding public office upon conviction of designated crimes as specified in the Constitution and various other state laws. Examples of crimes that result in forfeiture of office include, but are not limited to, convictions for felonies, offenses that involve a violation of official duties, bribery, selling appointments, intoxication in the discharge of official duties, misuse of public funds, conflict of interest violations, and a false claim of receipt of any military decoration or medal.

9. A Board member's conviction of a felony or any offense involving a violation of ~~his/her~~ official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

10. A Board member's refusal or neglect to file ~~his/her~~the required oath within the time prescribed (Government Code 1770)

11. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)

12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

CSBA NOTE: Pursuant to Education Code 5090, a vacancy is declared when there has been a "failure to elect," meaning that the County Registrar of Voters has determined that an election will not be held because either no candidate or an insufficient number of candidates have filed to run for a Board seat(s). Education Code 5328 authorizes the Board to make an appointment in such circumstances.

13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

CSBA NOTE: Pursuant to Education Code 5091, when a vacancy occurs or when a deferred resignation has been filed four or more months before the end of a Board member's term, the Board shall take action, as specified below. In the event that the Board fails to make a provisional appointment or order an election within 60 days, the County Superintendent of Schools must call an election to fill the vacancy.

~~3.~~2.~~When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below~~ When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which ~~he/she~~the person was elected to fill. (Education Code 5093)

3. When a vacancy occurs outside of the statutory time windows identified in Items #1 and #2 above, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment**. (Education Code 5091, 5093)**

Eligibility

CSBA NOTE: Persons applying or nominated for a Board position must meet the legal qualifications for Board members as detailed in Education Code 35107. Education Code 35107 also provides that a district employee appointed or elected to the Board must resign ~~his/her~~from district employment before being sworn in or ~~have his/her~~the employment will be automatically terminated upon being sworn into office. See BB 9220 - Governing Board Elections.

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107, as described in BB 9220 – Governing Board Elections.

Provisional Appointments

CSBA NOTE: The following optional paragraph should be modified to reflect district practice. The Board is authorized to make a provisional appointment to fill a vacancy pursuant to ~~item #2~~Item #3 in the section ~~above entitled~~ "Timelines for Filling a Vacancy~~:~~"" above. The law does not specify procedures for making provisional appointments for vacancies caused by reasons other than a failure to elect; however, such procedures must comply with the requirements of the Brown Act (Government Code 54950- 54963). Secret ballots are prohibited by Government Code 54953.

~~The following optional paragraph should~~ In addition, only an individual who meets the eligibility requirements specified in Education Code 35107 may be ~~modified~~appointed to ~~reflect district practice.~~ fill a vacancy.

See CSBA's publication , "Filling a Board Vacancy" for additional information about provisional appointments, including sample questions for interviewing and evaluating candidates.

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by ~~a~~ majority vote.

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation

2. The full name of the appointee

3. The date of appointment

4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

CSBA NOTE: Pursuant to Education Code 5091, the County Superintendent of Schools is required to terminate a provisional appointment and order a special election if, within 30 days of the appointment, a petition requesting a special election to fill the vacancy is submitted by registered voters. Pursuant to Education Code 5091, as amended by SB 1061 (Ch. 831, Statutes of 2022), any such petition for a special election must contain the county elections official's estimate of the cost of conducting the special election, expressed on a per-student basis. Education Code 5091, as amended, also requires such special election to be conducted not less than 88, nor more than 125, days following the County Superintendent's order of the election, unless the election may be consolidated with a regularly scheduled election which is to take place within 180 days after the issuance of the County Superintendent's order. For the conduct of Board elections, See BB 9220 – Governing Board Elections.

If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee areas, of the trustee area submit a petition for special election which the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a special election shall be held in accordance with Education Code 5091 to fill the vacancy.

Appointment Due to Failure to Elect

CSBA NOTE: The following procedure applies when an appointment is being made because of a failure to elect pursuant to Education Code 5090, 5326, and 5328 (~~item~~Item #12 in section entitled "Events Causing a Vacancy" above).

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
Ed. Code 35107	School district employees
Ed. Code 35178	Resignation with deferred effective date
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5090-5095	Vacancies on the board
Ed. Code 5200-5208	Districts governed by boards of education
Ed. Code 5300-5304	General provisions (; conduct of elections)
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Elec. Code 10600-10604	School district elections
Elec. Code ~~11381~~11000-11386	Candidates for recall
Gov. Code 1064	Absence from state
Gov. Code 1770	Vacancy on the board
Gov. Code 3000-3003	Forfeiture of office
Gov. Code 3060-3075	Removal other than by impeachment
Gov. Code 54950-54963	The Ralph M. Brown Act

Gov. Code 6061	Manner of notice as prescribed in designated section
Pen. Code 88	Bribery; forfeiture from office

Federal	**Description**
18 USC 704	Military medals or decorations

Management Resources	**Description**
Attorney General Opinion	105 Ops.Cal.Atty.Gen 182 (2022)
Attorney General Opinion	58 Ops.Cal.Atty.Gen. 888 (1975)
CSBA Publication	Filling a Board Vacancy, rev. ~~December 2010~~2022
Website	CSBA District and County Office of Education Legal Services
Website	California State Attorney General's Office, Quo Warranto Applications
Website	CSBA

Cross References

Code	**Description**
1340	Access To District Records
1340	Access To District Records
9100	Organization
9110	Terms Of Office
9130	Board Committees
9220	Governing Board Elections
9222	Resignation
9224	Oath Or Affirmation
9230	Orientation
9323.2	Actions By The Board
9323.2-E (1)	Actions By The Board
9323.2-E (2)	Actions By The Board

Bylaw 9223: Filling Vacancies

Status: ADOPTED

Original Adopted Date: 04/11/2019 **| Last Reviewed Date:** 04/11/2019

Events Causing a Vacancy

A vacancy on the Board of Education may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)

2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)

3. A Board member's resignation (Government Code 1770)

   A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including by recall (Elections Code 11384; Government Code 1770)

5. A Board member's ceasing to be a resident of the district (Government Code 1770)

   A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

6. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)

   a. Upon district business with the approval of the Board

   b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

      In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

   c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

      If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)

8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)

10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)

11. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

12. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)

3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board may advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

Within 10 days after the appointment is made, the Board may post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation

2. The full name of the appointee

3. The date of appointment

4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

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

State References	Description
Ed. Code 35107	School district employees
Ed. Code 35178	Resignation with deferred effective date
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5090-5095	Vacancies on the board
Ed. Code 5200-5208	Districts governed by boards of education
Ed. Code 5300-5304	General provisions; conduct of elections
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Elec. Code 10600-10604	School district elections
Elec. Code 11000-11386	Candidates for recall
Gov. Code 1064	Absence from state
Gov. Code 1770	Vacancy of office
Gov. Code 3000-3003	Forfeiture of office
Gov. Code 3060-3075	Removal other than by impeachment
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 6061	Manner of notice as prescribed in designated section
Pen. Code 88	Bribery; forfeiture from office

Federal References	Description
18 USC 704	Military medals or decorations

Management Resources References	Description
Attorney General Opinion	105 Ops.Cal.Atty.Gen. 182 (2022)
Attorney General Opinion	58 Ops.Cal.Atty.Gen. 888 (1975)
CSBA Publication	Filling a Board Vacancy, rev. 2022

Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California State Attorney General's Office, Quo Warranto Applications - https://simbli.eboardsolutions.com/SU/plus0W6mhrGbhBsJI5dplus4ScSQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
9100	Organization - https://simbli.eboardsolutions.com/SU/HLxVpN0oVgplusMcpB8CrWGOQ==
9110	Terms Of Office - https://simbli.eboardsolutions.com/SU/89QncaWH8uVsZ3wiIC4saQ==
9130	Board Committees - https://simbli.eboardsolutions.com/SU/zttbsXMjnVGFMUQTUzCyOw==
9220	Governing Board Elections - https://simbli.eboardsolutions.com/SU/sF8FwYH0J9jmas9bEkH1VQ==
9222	Resignation - https://simbli.eboardsolutions.com/SU/mRGzUXxs9JRnVP6FZv6U8w==
9224	Oath Or Affirmation - https://simbli.eboardsolutions.com/SU/5pnyFplusSkS25JiH3Aq3kMmQ==
9230	Orientation - https://simbli.eboardsolutions.com/SU/plusjxAYSEslshNFawGZOpf7KxWg==
9323.2	Actions By The Board - https://simbli.eboardsolutions.com/SU/HYbc3y30dclhkp5Y1plusx49w==
9323.2-E PDF(1)	Actions By The Board - https://simbli.eboardsolutions.com/SU/Mghslsh8AyxyEBhj9tbPplusca6g==
9323.2-E PDF(2)	Actions By The Board - https://simbli.eboardsolutions.com/SU/TNeJrr1bk8B4EvwSDHqgHg==

Bylaw 9323: Meeting Conduct

Status: ADOPTED

Original Adopted Date: 11/01/2006 | **Last Revised Date:** ~~10~~12/01/~~2019~~2022 | **Last Reviewed Date:** ~~10~~12/01/~~2019~~2022

CSBA NOTE: Education Code 35010 mandates the Governing Board to "prescribe and enforce" rules for its own governance. These rules must not be inconsistent with law or with regulations prescribed by the State Board of Education. The following bylaw provides suggested rules and procedures for meeting conduct and reflects provisions of law as applicable.

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

CSBA NOTE: The law does not specify that a particular set of procedures must govern Board meetings. Although Robert's Rules of Order can serve as a useful guide, the Board may adopt any procedure that allows for the efficient and consistent conduct of meetings.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

CSBA NOTE: The following optional paragraph limits the length of Board meetings and should be revised to reflect district practice.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned ~~at~~by 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and, if necessary, may subsequently ~~may~~ be adjourned to a later date.

CSBA NOTE: In *Rubin v. City of Burbank*, an appellate court held that inclusion of "sectarian prayer" at city council meetings, which communicated a preference for a particular religious faith and advanced one faith over another, was unconstitutional by directing the prayer "in the name of Jesus." The court held that it would be constitutional to require the city to advise those people conducting the prayer of this limitation. This opinion is consistent with an unpublished 9th Circuit federal court opinion which stated that an invocation "in the name of Jesus" was unconstitutional in that it displayed allegiance to a particular faith.

Some general guidelines for invocations can be found in an Attorney General's opinion (76 Ops.Cal.Atty.Gen. 281 (1993)) which stated that a county board of supervisors could open its sessions with an invocation when the invocation is (1) not required by law as a condition to the official proceedings, (2) not part of the deliberative agenda, (3) not offered, supervised, or approved as to content by a public officer, (4) not officially limited to a particular religion, (5) not

disparaging of others, and (6) not directed towards proselytizing. However, because this is an unsettled area of law that is subject to frequent litigation, it is strongly recommended that districts consult CSBA District and County Office of Education Legal Services or district legal counsel if they wish to open meetings with an invocation. Note that a different legal analysis applies to student-led or student-initiated prayer; see BP 5127 - Graduation Ceremonies and Activities.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

CSBA NOTE: ~~According to an~~The Attorney General ~~opinion (~~opined in 61 Ops.Cal.Atty.Gen. 243 (1978~~)),~~) that members of a public body have a duty to vote on issues before them so that the public is represented and receives the services which the public body was created to provide.
Issues arise when a motion is tied and one Board member has abstained. The general parliamentary rule is that an abstention is counted as agreeing with the action taken by the majority of those who vote, whether affirmatively or negatively (66 Ops.Cal.Atty.Gen. 336 (1983~~).~~)). However, a stronger argument could be made that the parliamentary rule is in conflict with Education Code 35164 which requires a majority vote of all of the membership of the Board in order for the Board to act (i.e., a majority of all of the membership of the Board must vote
affirmatively in order to approve any action). In 55 Ops.Cal.Atty.Gen. 26 (1972), the Attorney General opined that, when a statutory requirement exists that requires an affirmative action of at least a majority of the members of the Board, the general rule that members not voting were
deemed to have agreed with the action taken by the majority of those that voted is not applicable.

The following optional paragraph is consistent with CSBA's opinion that a majority of the Board must vote affirmatively for a motion to carry, but the law is not settled and contrary legal opinions may exist. It is strongly recommended that the district consult with CSBA District and County Office of Education Legal Services or district legal counsel and modify the following paragraph to ensure consistency with district practice.

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

CSBA NOTE: The following paragraph applies only to districts with seven member boards and should be deleted by districts with a three or five member board.

Provided the Board typically has seven members and there are no more than two vacancies on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

CSBA NOTE: Pursuant to Government Code 54953.3, members of the public cannot be required to register their names, complete a questionnaire, or provide other information as a condition of attending a Board meeting., except that if the meeting is conducted using remote public

participating or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider. If an attendance list or similar document is posted near the entrance or circulated during the meeting, it must clearly state that signing or completing the document is voluntary.

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

CSBA NOTE: Education Code 35145.5 mandates the Board to adopt regulations which ensure that the public can address the Board regarding agenda items, as specified below.

District employees have the same right as members of the public to address the Board during a public Board meeting. In 90 Ops.Cal.Atty.Gen. 47 (2007), the Attorney General opined that, under the Ralph M. Brown Act, an administrative district employee cannot be prohibited from attending a Board meeting or from speaking during the public comment period, including comments on an employment-related issue.

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

   Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the

public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

CSBA NOTE: Government Code 54954.3 authorizes reasonable regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. Such reasonable regulations must ensure that the intent of allowing the public an adequate opportunity to speak to the Board is carried out. The following paragraph should be revised to reflect district practice.

In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:

   a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.

   b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

CSBA NOTE: The following optional item addresses the issue of specific charges or complaints against district employees in open Board meetings. Although the Board may inform the speaker of appropriate district complaint procedures, it cannot prohibit criticisms of the district and its employees, no matter how harsh. Board members and staff may briefly respond to the concerns raised by the complainant at the meeting.

In *Baca v. Moreno Valley Unified School District*, a federal district court issued a preliminary injunction against the district prohibiting it from enforcing its policy barring criticism of employees at public Board meetings. The court found that the district's policy violated the plaintiff's First Amendment rights by restricting the

content of her speech. The court further noted that the district could not legally prevent a person from speaking in open session, even if the speech was clearly defamatory. It is recommended that the Board consult CSBA District and County Office of Education Legal Services or district legal counsel if a question arises regarding public criticism of a district employee.

c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

CSBA NOTE: As provided in item #7 below, Government Code 54957.9 authorizes the Board to remove persons who willfully disrupt or disturb a meeting. Examples of disruptive conduct might include conduct that is extremely loud, disturbing, or creates a health or safety risk. In *McMahon v. Albany Unified School District*, the court held that a speaker's constitutional rights were not violated when he was removed from a Board meeting after dumping a substantial amount of garbage on the floor of the meeting room. Because the speaker was not removed based on the content of his speech, the court upheld his conviction for a willful disruption of a public meeting. In *City of San Jose v. Garbett*, the court held that a legislative body may exclude from a meeting a person who has expressed a credible threat of violence that would place reasonable persons in fear for their safety or the safety of their immediate family and that serves no legitimate purpose.

However, the courts have found that a person's conduct must actually disrupt the meeting in order to warrant ejection. In *Norse v. City of Santa Cruz*, the court held that the city council improperly ejected a member of the public who gave the council a silent Nazi salute, on the grounds that the action did not interfere with the proceedings of the meeting.

7. The Board president shall not permit ~~any disturbance or willful interruption~~actual disruption of Board meetings. ~~Persistent~~Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

~~The Board may remove disruptive individuals and~~ and remove the individual from the meeting.

CSBA NOTE: Government Code 54957.95, as added by SB 1100 (Ch. 171, Statutes of 2022), authorizes the presiding member of the Board or designee to remove an individual for disrupting a Board meeting, and establishes a procedure for warning the individual prior to removal, as specified below. However, no warning is required before removing an individual if their behavior constitutes a use of force or a true threat of force.

Because of the potential impact on the public's access to open meetings, it is recommended that the Board consult CSBA District and County Office of Education Legal Services or district legal counsel if a question arises regarding the procedures for removing a disruptive individual, or if an individual's behavior warrants removal from a meeting.

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after

being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

~~7.~~ *True threat of force* means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

~~When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.~~

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

Recording by the Public

CSBA NOTE: Government Code 54953.5 provides that any person attending an open meeting may record it with an audio or video recorder or a still or motion picture camera unless the Board makes a reasonable finding that the recording cannot continue without noise, illum ination, or obstruction of view which would persistently disrupt the meeting. Government Code 54953.6 requires a similar finding before the Board can prohibit or restrict a broadcast of its meetings.

The following paragraph extends the right to record an open meeting to include recordings made by other devices such as a cell phone.

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would

persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Policy Reference UPDATE Service
Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691 All rights reserved.

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

State	Description
CCP. 527.8	Workplace violence safety
Ed. Code 32210	Willful disturbance of public school or meeting
Ed. Code 35010	Control of district; prescription and enforcement of rules
Ed. Code 35145.5	Agenda; public participation; and regulations
Ed. Code 35163	Official actions;, minutes and journal
Ed. Code 35164	Actions by majority vote
Ed. Code 35165	Effect of vacancies upon majority and unanimous votes by seven member board
Ed. Code 5095	Powers of remaining board members and new appointees
Elec. Code 18340	Prevention or hinderance of electors assembling in public meeting
Gov. Code 54953.3	~~Prohibition against conditions for attending a board meeting~~Meetings to be open and public; remote attendance
Gov. Code 54953.5	Audio or video recording of proceedings
Gov. Code 54953.6	Broadcasting of proceedings
Gov. Code 54954.2	Agenda posting requirements;, board actions
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54957	Closed session personnel matters
Gov. Code 54957.9	Disorderly conduct of general public during meeting; clearing of room
Gov. Code 54957.95	Opening meetings; orderly conduct
Pen. Code 403	Disruption of assembly or meeting

Management Resources	Description
Attorney General Opinion	55 Ops.Cal.Atty.Gen. 26 (1972)
Attorney General Opinion	61 Ops.Cal.Atty.Gen. 243, 253 (1978)

Attorney General Opinion	63 Ops.Cal.Atty.Gen. 215 (1980)
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 336 (1983)
Attorney General Opinion	76 Ops.Cal.Atty.Gen. 281 (1993)
Attorney General Opinion	90 Ops.Cal.Atty.Gen. 47 (2007)
Attorney General Opinion	59 Ops.Cal.Atty.Gen. 532 (1976)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719
Court Decision	City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
Court Decision	McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
Court Decision	Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
Court Decision	Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 2018
Website	CSBA District and County Office of Education Legal Services
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
1000	Concepts And Roles
1100	Communication With The Public
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1313	Civility
3100	Budget

3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3312	Contracts
9005	Governance Standards
9100	Organization
9121	President
9130	Board Committees
9200	Limits Of Board Member Authority
9230	Orientation
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9310	Board Policies
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9324	Minutes And Recordings

Bylaw 9323: Meeting Conduct

Status: ADOPTED

Original Adopted Date: 04/11/2019 **| Last Revised Date:** 01/23/2020 **| Last Reviewed Date:** 01/23/2020

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

Provided the Board typically has seven members and there are no more than two vacancies on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

   Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

   In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

   In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:

   a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.

   b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

   c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

   The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

   When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

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
CCP. 527.8	Workplace violence safety - https://simbli.eboardsolutions.com/SU/zzBhO3hWGUr7lplusYiDNCP8A==
Ed. Code 32210	Willful disturbance of public school or meeting
Ed. Code 35010	Control of district; prescription and enforcement of rules
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35163	Official actions, minutes and journal
Ed. Code 35164	Actions by majority vote
Ed. Code 35165	Effect of vacancies upon majority and unanimous votes by seven member board
Ed. Code 5095	Powers of remaining board members and new appointees
Elec. Code 18430	Prevention or hinderance of electors assembling in public meeting
Gov. Code 54953.3	Meetings to be open and public; remote attendance
Gov. Code 54953.5	Audio or video recording of proceedings
Gov. Code 54953.6	Broadcasting of proceedings
Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54957	Closed session personnel matters
Gov. Code 54957.9	Disorderly conduct of general public during meeting; clearing of room
Gov. Code 54957.95	Opening meetings; orderly conduct
Pen. Code 403	Disruption of assembly or meeting

Management Resources References	Description
Attorney General Opinion	55 Ops.Cal.Atty.Gen. 26 (1972)
Attorney General Opinion	61 Ops.Cal.Atty.Gen. 243, 253 (1978)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 215 (1980)
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 336 (1983)
Attorney General Opinion	76 Ops.Cal.Atty.Gen. 281 (1993)
Attorney General Opinion	90 Ops.Cal.Atty.Gen. 47 (2007)
Attorney General Opinion	59 Ops.Cal.Atty.Gen. 532 (1976)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719
Court Decision	City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
Court Decision	McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
Court Decision	Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
Court Decision	Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 2018
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Attorney General's Office - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==

Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
1000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/DXjcyYLy5qeNbQhfCf24IA==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYkIj0NjM4JzKPxw==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPlpmLjio2ptoA==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jIslshWyG1myr3r3LT6ybplus88A==
1313	Civility - https://simbli.eboardsolutions.com/SU/zyWFSn3O6zu02qCKCRzplusCw==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/Rd2EzAo5Lxplusf6Cg370zXgw==
3270	Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/SZFqSD5qqUtFNBzslshcplusKhZg==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==
9005	Governance Standards - https://simbli.eboardsolutions.com/SU/vTHplusWby5zXa4Ik9XusgbZg==
9100	Organization - https://simbli.eboardsolutions.com/SU/HLxVpN0oVgplusMcpB8CrWGOQ==
9121	President - https://simbli.eboardsolutions.com/SU/8slshPL9Q8nAVREDDgLy0oPJQ==
9130	Board Committees - https://simbli.eboardsolutions.com/SU/zttbsXMjnVGFMUQTUzCyOw==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/MUANAHffhFXRiSlbxt8hmw==
9230	Orientation - https://simbli.eboardsolutions.com/SU/plusjxAYSEslshNFawGZOpf7KxWg==
9270	Conflict Of Interest - https://simbli.eboardsolutions.com/SU/yL3P0tPJ0zk3Pb2VzUm1Ig==
9270-E PDF(1)	Conflict Of Interest - https://simbli.eboardsolutions.com/SU/1pr6ublzcUt51mYCwwocqQ==
9270-E PDF(2)	Conflict Of Interest - https://simbli.eboardsolutions.com/SU/K7ityvEsig55qNtibyqpDw==
9310	Board Policies - https://simbli.eboardsolutions.com/SU/yaMTwdI9DALoCYwkKwgn0w==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/I2YokBslshSxZvKHkFPYV8weA==

9321	Closed Session - https://simbli.eboardsolutions.com/SU/QfknlZ1iziDTUxplussARKweQ==
9321-E PDF(1)	Closed Session - Board Meeting Agenda Descriptions for Closed Session Items - https://simbli.eboardsolutions.com/SU/yzFfpIKv29py7c0GU7E5Hw==
9321-E PDF(2)	Closed Session - Reports of Closed Session Actions - https://simbli.eboardsolutions.com/SU/slshQyLOCsux502vo1sZybqOg==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/plusEzbidYHqROMnQ9ReO3Itw==
9323.2	Actions By The Board - https://simbli.eboardsolutions.com/SU/HYbc3y30dclhkp5Y1plusx49w==
9323.2-E PDF(1)	Actions By The Board - https://simbli.eboardsolutions.com/SU/Mghslsh8AyxyEBhj9tbPplusca6g==
9323.2-E PDF(2)	Actions By The Board - https://simbli.eboardsolutions.com/SU/TNeJrr1bk8B4EvwSDHqgHg==
9324	Minutes And Recordings - https://simbli.eboardsolutions.com/SU/3splusXoQn6mN4Y9TWBBVFGzg==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE EXTENSION OF PROBATION FOR ONE UNIT MEMBER

BACKGROUND INFORMATION:
The San Ysidro School District and California School Employees Association enter this Memorandum of Understanding regarding the extension of probation for one unit member. The employee #640-443 was hired by the District on September 1, 2022. The unit member's six-month probationary period is due to end on March 1, 2023. The unit member has been absent a total of 24.5 days between his hire date and the date of this MOU. Both parties understand the importance of observing probationary employees' performance throughout a full six-month period. The probationary period for the employee shall be extended by 25 duty days and his probationary period shall end on April 19, 2023. The District shall retain the right to release employee #640-443 from his probationary employment prior to April 19, 2023.

RECOMMENDATION:
Approve the Memorandum of Understanding between San Ysidro District and California School Employees Association regarding the extension of probation for one unit member.

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 2022-2023 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

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SAN YSIDRO SCHOOLDISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SAN YSIDRO CHAPTER #154 (CSEA)

February 28, 2023

The San Ysidro School District ("District") and the California School Employees Association and its San Ysidro Chapter #154 ("CSEA") hereby enter this Memorandum of Understanding ("MOU") regarding the extension of probation for one unit member.

WHEREAS the parties have come together to discuss the probationary period of employee #650-443 who was hired by the District on September 1, 2022.

WHEREAS the parties acknowledge that the six-month probationary period for employee #650-443 is due to end on March 1, 2023.

WHEREAS the parties acknowledge that employee #650-443 has been absent a total of 24.5 days between his hire date and the date of this MOU.

WHEREAS the parties acknowledge the importance of observing probationary employees' performance throughout a full six-month period.

NOW THEREFORE, the Parties agree as follows:

1. The probationary period for employee #650-443 shall be extended by 25 duty days.
2. The probationary period for employee #650-443 shall end on April 19, 2023.
3. The District shall retain the right to release employee #650-443 from his probationary employment prior to April 19, 2023.

This agreement is non-precedent setting and nothing in this agreement is intended to establish a past practice.

Dated: February 28, 2023

DISTRICT:

Linda Olea
Executive Director of Human Resources
San Ysidro School District

Employe #650-443

CSEA:

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

Gustavo Padilla
CSEA, Labor Relations Representative

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0044

BACKGROUND INFORMATION:
It has been determined that it will be necessary to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2022-2023 school year for fiscal and budgetary reasons. The District will have to reduce and/or eliminate the number of permanent classified positions performing particular kinds of service.

This resolution identifies the kinds of services to be reduced and/or eliminated no later than the end of the 2022-2023 school year for the positions of Campus Aide, Coordinator of PR & Community Services, Information Computer Specialist, Instructional Aides SPED, Instructional Health Care Assistants, Maintenance / Electrician, and Maintenance / Plumber (7.54 FTEs).

RECOMMENDATION:
Approve Resolution No. 22/23-0044 authorizing the District to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2022-2023 school year for fiscal and budgetary reasons.

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 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

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

GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA
RESOLUTION NO. 22/23-0044

In the Matter of the Reduction of Positions in the Classified Service	)))	RESOLUTION TO LAY OFF PERMANENT CLASSIFIED EMPLOYEES

WHEREAS, due to the lack of work and/or lack of funds in the San Ysidro School District, the Governing Board, under the authority of Education Code section 45114, 45115, 45117, 45298, and 45308, hereby finds it necessary and in the best interest of the District to eliminate the full-time equivalent (FTE) of the classified services as specified below:

Position/Classification	**Full Time Equivalent**
Campus Aide	0.3768
Coordinator of PR & Community Services	1.0
Instructional Aide, SPED	0.7034
Instructional Aide, SPED	0.7034
Instructional Aide, SPED	0.7034
Information Computer Specialist	1.0
Instructional Health Care Assistant	0.3517
Instructional Health Care Assistant	0.3517
Instructional Health Care Assistant	0.3517
Maintenance/Electrician	1.0
Maintenance/Plumber	1.0

TOTAL 7.54 FTE

NOW, THEREFORE, BE IT RESOLVED, that for the ensuing year (effective July 1, 2023), the classified positions set forth above shall be discontinued to the extent set forth above.

BE IT FURTHER RESOLVED, that no later than March 15, 2023, the Governing Board and all affected permanent classified employees shall be given written notice by the Superintendent or the Superintendent's designee that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

BE IT FURTHER RESOLVED, that nothing herein shall be deemed to confer any status or rights upon probationary classified employees, short-term employees, as defined in section 45103, or other employees in addition to those specifically granted to such employees by statute.

BE IT FURTHER RESOLVED, that the Superintendent or the Superintendent's designee is authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District this 9th day of March 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

_____

Board President, Rosaleah Pallasigue

_____

Board Vice-President, Irene Lopez

_____

Board Clerk, Zenaida Rosario

_____

Board Member, Rudy Lopez

_____

Board Member, Antonio Martinez

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0045

BACKGROUND INFORMATION:
It has been determined that it will be necessary to reduce or discontinue the following particular kinds of services of the District at the close of the 2022-2023 school year for fiscal and budgetary reasons. The District will have to reduce the number of permanent certificated employees performing particular kinds of service.

This resolution identifies the kinds of services to be reduced or discontinued no later than the end of the 2022-2023 school year for the positions of Multiple Subject Teachers, Principal on Special Assignment, and Single Subject Teachers (English, Math, Science, and Social Science) (16.0 FTEs).

RECOMMENDATION:
Approve Resolution No. 22/23-0045 authorizing the District to reduce or discontinue the following particular kinds of services of the District at the close of the 2022-2023 school year for fiscal and budgetary reasons.

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 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	--

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

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

SAN YSIDRO SCHOOL DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

BOARD RESOLUTION 22/23-0045

March 9, 2023

TERMINATION OF CERTIFICATED EMPLOYEES
DUE TO A REDUCTION OF PARTICULAR KINDS OF SERVICES

WHEREAS, the Superintendent of the San Ysidro School District (the "District"), through her designee, the Executive Director of Human Resources, has recommended to the District's Governing Board (the "Board") that the District reduce or discontinue the following particular kinds of services at the close of the current school year;

Kinds of Services	**Number of Full-Time Equivalent Positions (FTEs)**
Multiple Subject Teachers	11.0
Principal on Special Assignment	1.0
Single Subject Teacher – English	1.0
Single Subject Teacher – Math	1.0
Single Subject Teacher – Science	1.0
Single Subject Teacher – Social Science	1.0
Total FTEs	**16.0**

WHEREAS, it shall be necessary to terminate, at the end of the 2022-23 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services; and

WHEREAS, the Governing Board is required by law to give notice, on or before to March 15, 2023, to all certificated employees affected by any decision to reduce or discontinue these particular kinds of services;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

A. The Board hereby approves the reduction and/or discontinuance of the aforementioned services to occur at the close of the current school year;

B. The Board hereby determines that, as the result of the above-stated reduction in force, it will be necessary to terminate, at the end of the 2022-23 school year, the employment of certificated employees of the District in a quantity that will facilitate the elimination of the FTEs specified in the aforementioned recommendation;

C. Pursuant to Education Code section 44955(b), the Board shall retain employees who are certificated and competent to render services over more senior employees who are not certificated and/or competent to render the same services. "Certificated" shall mean that an employee possesses a credential issued by the California Commission on Teacher Credentialing that authorizes him/her to render instruction or services in the subject matter area in which he/she claims to be entitled to render instruction or services, or has been lawfully exempted or received a waiver from the credential requirement. "Competent" shall mean that the employee has actually rendered instruction or services as a District employee (except as a day-to-day substitute) in the subject matter area in which he/she claims to be entitled to render instruction or services during at least one of the last five school years; and

D. The Superintendent or designee is directed to send appropriate notices to all employees affected by this reduction in force pursuant to the relevant Education Code provisions, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under law.

ADOPTED, SIGNED AND APPROVED this _____ day of _____.

GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT

By: _____
_____
President of the Governing Board
San Ysidro School District

I,_____, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on _____.

AYES: _____

NOES: _____

ABSENT: _____

GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT

By: _____
_____
Clerk of the Governing Board
San Ysidro School District

SAN YSIDRO SCHOOL DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

BOARD RESOLUTION 22/23-0045

March 9, 2023

TERMINATION OF CERTIFICATED EMPLOYEES
DUE TO A REDUCTION OF PARTICULAR KINDS OF SERVICES

WHEREAS, the Superintendent of the San Ysidro School District (the "District"), through her designee, the Executive Director of Human Resources, has recommended to the District's Governing Board (the "Board") that the District reduce or discontinue the following particular kinds of services at the close of the current school year;

Kinds of Services	**Number of Full-Time Equivalent Positions (FTEs)**
Multiple Subject Teachers	11.0
Principal on Special Assignment	1.0
Single Subject Teacher – English	1.0
Single Subject Teacher – Math	1.0
Single Subject Teacher – Science	1.0
Single Subject Teacher – Social Science	1.0
Total FTEs	**16.0**

WHEREAS, it shall be necessary to terminate, at the end of the 2022-23 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services; and

WHEREAS, the Governing Board is required by law to give notice, on or before to March 15, 2023, to all certificated employees affected by any decision to reduce or discontinue these particular kinds of services;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

A. The Board hereby approves the reduction and/or discontinuance of the aforementioned services to occur at the close of the current school year;

B. The Board hereby determines that, as the result of the above-stated reduction in force, it will be necessary to terminate, at the end of the 2022-23 school year, the employment of certificated employees of the District in a quantity that will facilitate the elimination of the FTEs specified in the aforementioned recommendation;

C. Pursuant to Education Code section 44955(b), the Board shall retain employees who are certificated and competent to render services over more senior employees who are not certificated and/or competent to render the same services. "Certificated" shall mean that an employee possesses a credential issued by the California Commission on Teacher Credentialing that authorizes him/her to render instruction or services in the subject matter area in which he/she claims to be entitled to render instruction or services, or has been lawfully exempted or received a waiver from the credential requirement. "Competent" shall mean that the employee has actually rendered instruction or services as a District employee (except as a day-to-day substitute) in the subject matter area in which he/she claims to be entitled to render instruction or services during at least one of the last five school years; and

D. The Superintendent or designee is directed to send appropriate notices to all employees affected by this reduction in force pursuant to the relevant Education Code provisions, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under law.

ADOPTED, SIGNED AND APPROVED this _____ day of _____.

GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT

By: _____
_____
President of the Governing Board
San Ysidro School District

I,_____, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on _____.

AYES: _____

NOES: _____

ABSENT: _____

GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT

By: _____
_____
Clerk of the Governing Board
San Ysidro School District

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: SECOND INTERIM FINANCIAL REPORT FOR 2022-23 FISCAL YEAR

BACKGROUND INFORMATION:
AB 1200 requires local educational agencies (LEAs) to file Interim Reports of their annual budget as of October 31 and January 31 respectively. LEAs must collect the financial data for these reporting periods and project the financial conditions of the current and two subsequent fiscal years. Based on the projected financial conditions, the LEAs will certify the Interim Report in one of the following three categories.

- Positive – the school district **will** meet its financial obligations for the current and two subsequent fiscal years
- Qualified – the school district **may not** meet its financial obligations for the current and two subsequent fiscal years
- Negative – the school district **will not** meet its financial obligations for the current and two subsequent fiscal years

Please note that Education Code sections 42130 and 42131 require that Interim Reports be submitted to the Governing Board on the SACS forms, the format prescribed by the State Superintendent of Public Instruction. Per the Education Codes indicated above, the District hereby submits the 2022-23 Second Interim Report with a **Positive Certification** for Governing Board review and approval.

The 2022-23 Second Interim Report will be available to the public on the District's website after Governing Board's approval.

RECOMMENDATION:
Approve the 2022-23 Second Interim Financial Report.

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	

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

SECOND INTERIM FINANCIAL REPORT 2022-2023

Regular Board Meeting
March 9, 2023

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 09, 2023 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

X POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

_____ QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

_____ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Marilyn Adrianzen Telephone: 619-428-4476

Title: Chief Business Official 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 (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
CRITERIA AND STANDARDS (continued)			**Met**	**Not Met**
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent 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	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			**No**	**Yes**
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	

1

S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current 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 since first interim by more than $20,000 and more than 5% for any of the current 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 current or two subsequent fiscal years increased over prior year's (2021-22) annual payment?	X	
		• If yes, 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?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-Insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	
ADDITIONAL FISCAL INDICATORS			**No**	**Yes**
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal 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 and current fiscal years?		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 or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current 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	
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	

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	52,550,278.00	54,817,203.00	33,690,771.11	54,817,203.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	140,000.00	38,316.27	140,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	760,881.36	802,545.36	426,245.27	802,545.36	0.00	0.0%
4) Other Local Revenue		8600-8799	65,000.00	93,000.00	81,008.28	93,000.00	0.00	0.0%
5) TOTAL, REVENUES			53,376,159.36	55,852,748.36	34,236,340.93	55,852,748.36		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	21,402,475.85	23,211,875.85	11,676,936.02	23,211,875.85	0.00	0.0%
2) Classified Salaries		2000-2999	6,664,926.29	8,496,424.29	4,844,016.70	8,496,424.29	0.00	0.0%
3) Employee Benefits		3000-3999	10,353,063.24	10,801,269.47	5,887,950.68	10,801,269.47	0.00	0.0%
4) Books and Supplies		4000-4999	1,111,550.00	1,163,838.55	603,698.35	1,163,838.55	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	5,202,250.00	4,875,249.00	3,375,151.05	4,875,249.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	120,000.00	48,002.00	120,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	291,000.00	291,000.00	48,302.00	291,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(310,059.90)	(1,140,871.59)	0.00	(1,140,871.59)	0.00	0.0%
9) TOTAL, EXPENDITURES			44,715,205.48	47,818,785.57	26,484,056.80	47,818,785.57		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			8,660,953.88	8,033,962.79	7,752,284.13	8,033,962.79		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(8,818,804.30)	(9,729,960.86)	(12,711.87)	(9,729,960.86)	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(8,818,804.30)	(9,729,960.86)	(12,711.87)	(9,729,960.86)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(157,850.42)	(1,695,998.07)	7,739,572.26	(1,695,998.07)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	5,105,673.11	5,105,673.11		5,105,673.11	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,105,673.11	5,105,673.11		5,105,673.11		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,105,673.11	5,105,673.11		5,105,673.11		
2) Ending Balance, June 30 (E + F1e)			4,947,822.69	3,409,675.04		3,409,675.04		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	50,000.00	50,000.00		50,000.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	2,744,406.00	173,186.00		173,186.00		
ADA Overstatement Repayment (16-17)	0000	9780	*554,052.00*					
Supplemental/Concentration Carryover	0000	9780	*1,300,000.00*					
ADA Overstatement Repayment (16-17)	1100	9780	*535,948.00*					
Textbook Adoption	1100	9780	*354,406.00*					
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	2,153,415.36	3,186,488.00		3,186,488.00		
Unassigned/Unappropriated Amount		9790	1.33	1.04		1.04		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	26,567,978.00	26,684,539.00	16,362,543.00	26,684,539.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	818,690.00	828,452.00	421,008.00	828,452.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	128,032.00	128,457.00	72,791.84	128,457.00	0.00	0.0%
Timber Yield Tax		8022	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	0.0%
County & District Taxes								
Secured Roll Taxes		8041	22,689,164.00	24,176,301.00	14,970,153.91	24,176,301.00	0.00	0.0%
Unsecured Roll Taxes		8042	632,736.00	813,031.00	909,757.77	813,031.00	0.00	0.0%
Prior Years' Taxes		8043	8,889.00	(30,609.00)	(33,156.13)	(30,609.00)	0.00	0.0%
Supplemental Taxes		8044	591,967.00	690,090.00	445,059.75	690,090.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(139,089.00)	(48,460.00)	0.00	(48,460.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,251,911.00	1,575,402.00	542,612.97	1,575,402.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	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	0.0%
Other In-Lieu Taxes		8082	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	0.0%
Subtotal, LCFF Sources			52,550,278.00	54,817,203.00	33,690,771.11	54,817,203.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	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	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			52,550,278.00	54,817,203.00	33,690,771.11	54,817,203.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	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	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	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		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	140,000.00	38,316.27	140,000.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	140,000.00	38,316.27	140,000.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	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	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	134,309.36	136,825.36	134,310.00	136,825.36	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	626,572.00	665,720.00	291,935.27	665,720.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			760,881.36	802,545.36	426,245.27	802,545.36	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	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	0.0%
Food Service Sales		8634	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	0.0%
Leases and Rentals		8650	0.00	0.00	7,265.97	0.00	0.00	0.0%
Interest		8660	65,000.00	65,000.00	68,492.08	65,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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	0.0%
Non-Resident Students		8672	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	0.0%
Interagency Services		8677	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	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Local Revenue		8699	0.00	28,000.00	5,250.23	28,000.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	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						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	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	0.0%
From JPAs	All Other	8793	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	0.0%
TOTAL, OTHER LOCAL REVENUE			65,000.00	93,000.00	81,008.28	93,000.00	0.00	0.0%
TOTAL, REVENUES			53,376,159.36	55,852,748.36	34,236,340.93	55,852,748.36	0.00	0.0%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	18,778,667.43	19,865,274.43	10,156,388.46	19,865,274.43	0.00	0.0%
Certificated Pupil Support Salaries		1200	674,627.88	814,627.88	311,843.29	814,627.88	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	1,949,180.54	2,531,973.54	1,208,704.27	2,531,973.54	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			21,402,475.85	23,211,875.85	11,676,936.02	23,211,875.85	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	100,000.00	2,195.69	100,000.00	0.00	0.0%
Classified Support Salaries		2200	2,731,342.52	3,324,256.52	2,054,570.53	3,324,256.52	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	601,377.47	683,461.47	342,072.85	683,461.47	0.00	0.0%
Clerical, Technical and Office Salaries		2400	2,522,898.72	2,923,898.72	1,779,822.81	2,923,898.72	0.00	0.0%
Other Classified Salaries		2900	809,307.58	1,464,807.58	665,354.82	1,464,807.58	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			6,664,926.29	8,496,424.29	4,844,016.70	8,496,424.29	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	3,785,605.59	3,704,743.59	2,130,217.12	3,704,743.59	0.00	0.0%
PERS		3201-3202	1,544,911.67	1,911,909.67	937,622.30	1,911,909.67	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	823,388.71	911,765.71	500,274.62	911,765.71	0.00	0.0%
Health and Welfare Benefits		3401-3402	3,048,250.00	3,039,250.00	1,688,481.81	3,039,250.00	0.00	0.0%
Unemployment Insurance		3501-3502	143,866.13	157,739.13	82,206.61	157,739.13	0.00	0.0%
Workers' Compensation		3601-3602	661,509.14	730,329.37	414,255.88	730,329.37	0.00	0.0%
OPEB, Allocated		3701-3702	345,532.00	345,532.00	103,211.86	345,532.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	31,680.48	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			10,353,063.24	10,801,269.47	5,887,950.68	10,801,269.47	0.00	0.0%
BOOKS AND SUPPLIES								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Approved Textbooks and Core Curricula Materials		4100	50,000.00	62,000.00	48,876.60	62,000.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	12,000.00	11,036.46	12,000.00	0.00	0.0%
Materials and Supplies		4300	903,550.00	929,838.55	461,036.63	929,838.55	0.00	0.0%
Noncapitalized Equipment		4400	158,000.00	160,000.00	82,748.66	160,000.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,111,550.00	1,163,838.55	603,698.35	1,163,838.55	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	30,900.00	30,900.00	20,572.66	30,900.00	0.00	0.0%
Dues and Memberships		5300	46,350.00	46,350.00	41,288.45	46,350.00	0.00	0.0%
Insurance		5400-5450	1,500,000.00	1,500,000.00	1,304,783.08	1,500,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,420,000.00	1,460,000.00	832,462.24	1,460,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	590,000.00	590,000.00	340,907.74	590,000.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,485,700.00	1,118,699.00	769,652.77	1,118,699.00	0.00	0.0%
Communications		5900	129,300.00	129,300.00	65,484.11	129,300.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			5,202,250.00	4,875,249.00	3,375,151.05	4,875,249.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	120,000.00	48,002.00	120,000.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	120,000.00	48,002.00	120,000.00	0.00	0.0%
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	0.0%
State Special Schools		7130	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	0.0%
Payments to County Offices		7142	20,000.00	20,000.00	48,302.00	20,000.00	0.00	0.0%
Payments to JPAs		7143	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	0.0%
To County Offices		7212	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	0.0%
Special Education SELPA Transfers of Apportionments								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	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	0.0%
All Other Transfers Out to All Others		7299	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	0.0%
Other Debt Service - Principal		7439	271,000.00	271,000.00	0.00	271,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			291,000.00	291,000.00	48,302.00	291,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(128,438.00)	(987,166.69)	0.00	(987,166.69)	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(181,621.90)	(153,704.90)	0.00	(153,704.90)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(310,059.90)	(1,140,871.59)	0.00	(1,140,871.59)	0.00	0.0%
TOTAL, EXPENDITURES			44,715,205.48	47,818,785.57	26,484,056.80	47,818,785.57	0.00	0.0%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	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	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	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	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	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	0.0%
Other Authorized Interfund Transfers Out		7619	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	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	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	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Proceeds from Leases		8972	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	0.0%
All Other Financing Sources		8979	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	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	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	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(8,818,804.30)	(9,729,960.86)	(12,711.87)	(9,729,960.86)	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(8,818,804.30)	(9,729,960.86)	(12,711.87)	(9,729,960.86)	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(8,818,804.30)	(9,729,960.86)	(12,711.87)	(9,729,960.86)	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	175,814.00	175,814.00	0.00	175,814.00	0.00	0.0%
2) Federal Revenue		8100-8299	5,884,689.08	15,160,192.33	2,081,453.02	15,160,192.33	0.00	0.0%
3) Other State Revenue		8300-8599	8,108,456.21	23,085,237.00	9,365,813.46	23,085,237.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,077,543.00	4,651,487.81	2,249,746.96	4,651,487.81	0.00	0.0%
5) TOTAL, REVENUES			18,246,502.29	43,072,731.14	13,697,013.44	43,072,731.14		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	6,654,840.61	13,728,261.94	4,596,832.35	13,728,261.94	0.00	0.0%
2) Classified Salaries		2000-2999	4,463,296.03	7,351,256.91	2,923,631.24	7,351,256.91	0.00	0.0%
3) Employee Benefits		3000-3999	7,732,427.36	9,997,662.82	3,047,430.38	9,997,662.82	0.00	0.0%
4) Books and Supplies		4000-4999	913,402.34	5,860,677.70	1,343,304.34	5,860,677.70	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	7,072,902.25	14,831,762.94	3,118,744.20	14,831,762.94	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	5,540,678.00	395,252.57	5,540,678.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	128,438.00	987,166.69	0.00	987,166.69	0.00	0.0%
9) TOTAL, EXPENDITURES			27,065,306.59	58,397,467.00	15,425,195.08	58,397,467.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(8,818,804.30)	(15,324,735.86)	(1,728,181.64)	(15,324,735.86)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	8,818,804.30	9,729,960.86	12,711.87	9,729,960.86	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			8,818,804.30	9,729,960.86	12,711.87	9,729,960.86		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	(5,594,775.00)	(1,715,469.77)	(5,594,775.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	12,133,443.70	12,133,443.70		12,133,443.70	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,133,443.70	12,133,443.70		12,133,443.70		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,133,443.70	12,133,443.70		12,133,443.70		
2) Ending Balance, June 30 (E + F1e)			12,133,443.70	6,538,668.70		6,538,668.70		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	12,133,443.70	6,538,668.70		6,538,668.70		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	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		
Property Taxes Transfers		8097	175,814.00	175,814.00	0.00	175,814.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			175,814.00	175,814.00	0.00	175,814.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Special Education Entitlement		8181	868,487.00	868,487.00	0.00	868,487.00	0.00	0.0%
Special Education Discretionary Grants		8182	85,379.00	85,379.00	50,426.00	85,379.00	0.00	0.0%
Child Nutrition Programs		8220	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	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	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	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	1,331,084.00	2,734,485.44	1,247,711.33	2,734,485.44	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	161,000.00	394,542.00	52,199.28	394,542.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	(3,276.00)	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	299,883.00	488,891.00	205,863.80	488,891.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	300,318.00	880,617.82	489,108.61	880,617.82	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	2,838,538.08	9,707,790.07	39,420.00	9,707,790.07	0.00	0.0%
TOTAL, FEDERAL REVENUE			5,884,689.08	15,160,192.33	2,081,453.02	15,160,192.33	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	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	0.00	0.0%
Prior Years	6500	8319	0.00	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	0.0%
All Other State Apportionments - Prior Years	All Other	8319	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	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	249,860.00	262,372.00	13,932.46	262,372.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	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	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	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	0.00	0.0%
All Other State Revenue	All Other	8590	7,858,596.21	22,822,865.00	9,351,881.00	22,822,865.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			8,108,456.21	23,085,237.00	9,365,813.46	23,085,237.00	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	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	0.0%
Supplemental Taxes		8618	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	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	203,845.26	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	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	0.0%
Sale of Publications		8632	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	0.0%
All Other Sales		8639	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	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	1,000,000.00	1,034,202.81	258,550.70	1,034,202.81	0.00	0.0%
Mitigation/Developer Fees		8681	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	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	539,742.00	75,000.00	539,742.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers In		8781-8783	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	0.00	0.0%
From County Offices	6500	8792	3,077,543.00	3,077,543.00	1,712,351.00	3,077,543.00	0.00	0.0%
From JPAs	6500	8793	0.00	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	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	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	0.0%
From County Offices	All Other	8792	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	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,077,543.00	4,651,487.81	2,249,746.96	4,651,487.81	0.00	0.0%
TOTAL, REVENUES			18,246,502.29	43,072,731.14	13,697,013.44	43,072,731.14	0.00	0.0%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	5,716,719.24	11,743,175.27	3,950,035.93	11,743,175.27	0.00	0.0%
Certificated Pupil Support Salaries		1200	559,934.59	1,606,899.89	367,547.60	1,606,899.89	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	378,186.78	378,186.78	279,198.82	378,186.78	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	50.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			6,654,840.61	13,728,261.94	4,596,832.35	13,728,261.94	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	2,644,014.06	4,704,820.94	1,949,208.79	4,704,820.94	0.00	0.0%
Classified Support Salaries		2200	948,883.71	553,407.71	592,611.96	553,407.71	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	360,301.65	232,622.65	203,675.72	232,622.65	0.00	0.0%
Clerical, Technical and Office Salaries		2400	480,096.61	380,405.61	162,558.97	380,405.61	0.00	0.0%
Other Classified Salaries		2900	30,000.00	1,480,000.00	15,575.80	1,480,000.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,463,296.03	7,351,256.91	2,923,631.24	7,351,256.91	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	4,194,945.90	6,397,417.17	838,293.30	6,397,417.17	0.00	0.0%
PERS		3201-3202	1,156,272.06	1,371,729.06	646,864.88	1,371,729.06	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	427,182.61	396,461.39	288,555.43	396,461.39	0.00	0.0%
Health and Welfare Benefits		3401-3402	1,625,000.00	1,477,101.00	1,053,603.92	1,477,101.00	0.00	0.0%
Unemployment Insurance		3501-3502	55,716.00	62,154.69	37,528.37	62,154.69	0.00	0.0%
Workers' Compensation		3601-3602	273,310.79	292,799.51	182,584.48	292,799.51	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			7,732,427.36	9,997,662.82	3,047,430.38	9,997,662.82	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	249,860.00	470,152.00	0.00	470,152.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	44,083.83	36,791.01	44,083.83	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Materials and Supplies		4300	663,542.34	4,344,155.87	971,273.41	4,344,155.87	0.00	0.0%
Noncapitalized Equipment		4400	0.00	1,002,286.00	335,239.92	1,002,286.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			913,402.34	5,860,677.70	1,343,304.34	5,860,677.70	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	15,119.00	248,661.00	45,869.93	248,661.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	63,950.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	750,000.00	1,207,001.00	301,903.84	1,207,001.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	6,307,783.25	13,376,100.94	2,707,020.43	13,376,100.94	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,072,902.25	14,831,762.94	3,118,744.20	14,831,762.94	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	4,540,678.00	346,502.57	4,540,678.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	1,000,000.00	48,750.00	1,000,000.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	5,540,678.00	395,252.57	5,540,678.00	0.00	0.0%
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	0.0%
State Special Schools		7130	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	0.0%
Payments to County Offices		7142	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
Payments to JPAs		7143	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	0.0%
To County Offices		7212	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	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To JPAs	6500	7223	0.00	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	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	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	0.0%
All Other Transfers		7281-7283	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	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	128,438.00	987,166.69	0.00	987,166.69	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			128,438.00	987,166.69	0.00	987,166.69	0.00	0.0%
TOTAL, EXPENDITURES			27,065,306.59	58,397,467.00	15,425,195.08	58,397,467.00	0.00	0.0%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	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		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	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	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	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	0.0%
Other Authorized Interfund Transfers Out		7619	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	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	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	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Proceeds from Lease Revenue Bonds		8973	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	0.0%
(c) TOTAL, SOURCES			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	0.0%
All Other Financing Uses		7699	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	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	8,818,804.30	9,729,960.86	12,711.87	9,729,960.86	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			8,818,804.30	9,729,960.86	12,711.87	9,729,960.86	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			8,818,804.30	9,729,960.86	12,711.87	9,729,960.86	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	52,726,092.00	54,993,017.00	33,690,771.11	54,993,017.00	0.00	0.0%
2) Federal Revenue		8100-8299	5,884,689.08	15,300,192.33	2,119,769.29	15,300,192.33	0.00	0.0%
3) Other State Revenue		8300-8599	8,869,337.57	23,887,782.36	9,792,058.73	23,887,782.36	0.00	0.0%
4) Other Local Revenue		8600-8799	4,142,543.00	4,744,487.81	2,330,755.24	4,744,487.81	0.00	0.0%
5) TOTAL, REVENUES			71,622,661.65	98,925,479.50	47,933,354.37	98,925,479.50		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	28,057,316.46	36,940,137.79	16,273,768.37	36,940,137.79	0.00	0.0%
2) Classified Salaries		2000-2999	11,128,222.32	15,847,681.20	7,767,647.94	15,847,681.20	0.00	0.0%
3) Employee Benefits		3000-3999	18,085,490.60	20,798,932.29	8,935,381.06	20,798,932.29	0.00	0.0%
4) Books and Supplies		4000-4999	2,024,952.34	7,024,516.25	1,947,002.69	7,024,516.25	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	12,275,152.25	19,707,011.94	6,493,895.25	19,707,011.94	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	5,660,678.00	443,254.57	5,660,678.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	391,000.00	391,000.00	48,302.00	391,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(181,621.90)	(153,704.90)	0.00	(153,704.90)	0.00	0.0%
9) TOTAL, EXPENDITURES			71,780,512.07	106,216,252.57	41,909,251.88	106,216,252.57		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(157,850.42)	(7,290,773.07)	6,024,102.49	(7,290,773.07)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(157,850.42)	(7,290,773.07)	6,024,102.49	(7,290,773.07)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	17,239,116.81	17,239,116.81		17,239,116.81	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,239,116.81	17,239,116.81		17,239,116.81		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,239,116.81	17,239,116.81		17,239,116.81		
2) Ending Balance, June 30 (E + F1e)			17,081,266.39	9,948,343.74		9,948,343.74		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	50,000.00	50,000.00		50,000.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	12,133,443.70	6,538,668.70		6,538,668.70		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	2,744,406.00	173,186.00		173,186.00		
ADA Overstatement Repayment (16-17)	0000	9780	*554,052.00*					
Supplemental/Concentration Carryover	0000	9780	*1,300,000.00*					
ADA Overstatement Repayment (16-17)	1100	9780	*535,948.00*					
Textbook Adoption	1100	9780	*354,406.00*					
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	2,153,415.36	3,186,488.00		3,186,488.00		
Unassigned/Unappropriated Amount		9790	1.33	1.04		1.04		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	26,567,978.00	26,684,539.00	16,362,543.00	26,684,539.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	818,690.00	828,452.00	421,008.00	828,452.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	128,032.00	128,457.00	72,791.84	128,457.00	0.00	0.0%
Timber Yield Tax		8022	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	0.0%
County & District Taxes								
Secured Roll Taxes		8041	22,689,164.00	24,176,301.00	14,970,153.91	24,176,301.00	0.00	0.0%
Unsecured Roll Taxes		8042	632,736.00	813,031.00	909,757.77	813,031.00	0.00	0.0%
Prior Years' Taxes		8043	8,889.00	(30,609.00)	(33,156.13)	(30,609.00)	0.00	0.0%
Supplemental Taxes		8044	591,967.00	690,090.00	445,059.75	690,090.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(139,089.00)	(48,460.00)	0.00	(48,460.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,251,911.00	1,575,402.00	542,612.97	1,575,402.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	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	0.0%
Other In-Lieu Taxes		8082	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	0.0%
Subtotal, LCFF Sources			52,550,278.00	54,817,203.00	33,690,771.11	54,817,203.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	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	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Property Taxes Transfers		8097	175,814.00	175,814.00	0.00	175,814.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			52,726,092.00	54,993,017.00	33,690,771.11	54,993,017.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	868,487.00	868,487.00	0.00	868,487.00	0.00	0.0%
Special Education Discretionary Grants		8182	85,379.00	85,379.00	50,426.00	85,379.00	0.00	0.0%
Child Nutrition Programs		8220	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	0.0%
Forest Reserve Funds		8260	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	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	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	0.0%
Title I, Part A, Basic	3010	8290	1,331,084.00	2,734,485.44	1,247,711.33	2,734,485.44	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	161,000.00	394,542.00	52,199.28	394,542.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	(3,276.00)	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	299,883.00	488,891.00	205,863.80	488,891.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	300,318.00	880,617.82	489,108.61	880,617.82	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	2,838,538.08	9,847,790.07	77,736.27	9,847,790.07	0.00	0.0%
TOTAL, FEDERAL REVENUE			5,884,689.08	15,300,192.33	2,119,769.29	15,300,192.33	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	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	0.00	0.0%
Prior Years	6500	8319	0.00	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	0.0%
All Other State Apportionments - Prior Years	All Other	8319	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	0.0%
Mandated Costs Reimbursements		8550	134,309.36	136,825.36	134,310.00	136,825.36	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	876,432.00	928,092.00	305,867.73	928,092.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
Pass-Through Revenues from State Sources		8587	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	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	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	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	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	0.00	0.0%
Specialized Secondary	7370	8590	0.00	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	0.00	0.0%
All Other State Revenue	All Other	8590	7,858,596.21	22,822,865.00	9,351,881.00	22,822,865.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			8,869,337.57	23,887,782.36	9,792,058.73	23,887,782.36	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	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	0.0%
Supplemental Taxes		8618	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	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	203,845.26	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	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	0.0%
Sale of Publications		8632	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	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	7,265.97	0.00	0.00	0.0%
Interest		8660	65,000.00	65,000.00	68,492.08	65,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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	0.0%
Non-Resident Students		8672	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	0.0%
Interagency Services		8677	1,000,000.00	1,034,202.81	258,550.70	1,034,202.81	0.00	0.0%
Mitigation/Developer Fees		8681	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	0.0%
Other Local Revenue								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	567,742.00	80,250.23	567,742.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	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	0.00	0.0%
From County Offices	6500	8792	3,077,543.00	3,077,543.00	1,712,351.00	3,077,543.00	0.00	0.0%
From JPAs	6500	8793	0.00	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	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	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	0.0%
From County Offices	All Other	8792	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	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,142,543.00	4,744,487.81	2,330,755.24	4,744,487.81	0.00	0.0%
TOTAL, REVENUES			71,622,661.65	98,925,479.50	47,933,354.37	98,925,479.50	0.00	0.0%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	24,495,386.67	31,608,449.70	14,106,424.39	31,608,449.70	0.00	0.0%
Certificated Pupil Support Salaries		1200	1,234,562.47	2,421,527.77	679,390.89	2,421,527.77	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	2,327,367.32	2,910,160.32	1,487,903.09	2,910,160.32	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	50.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			28,057,316.46	36,940,137.79	16,273,768.37	36,940,137.79	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	2,644,014.06	4,804,820.94	1,951,404.48	4,804,820.94	0.00	0.0%
Classified Support Salaries		2200	3,680,226.23	3,877,664.23	2,647,182.49	3,877,664.23	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	961,679.12	916,084.12	545,748.57	916,084.12	0.00	0.0%
Clerical, Technical and Office Salaries		2400	3,002,995.33	3,304,304.33	1,942,381.78	3,304,304.33	0.00	0.0%
Other Classified Salaries		2900	839,307.58	2,944,807.58	680,930.62	2,944,807.58	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			11,128,222.32	15,847,681.20	7,767,647.94	15,847,681.20	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	7,980,551.49	10,102,160.76	2,968,510.42	10,102,160.76	0.00	0.0%
PERS		3201-3202	2,701,183.73	3,283,638.73	1,584,487.18	3,283,638.73	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	1,250,571.32	1,308,227.10	788,830.05	1,308,227.10	0.00	0.0%
Health and Welfare Benefits		3401-3402	4,673,250.00	4,516,351.00	2,742,085.73	4,516,351.00	0.00	0.0%
Unemployment Insurance		3501-3502	199,582.13	219,893.82	119,734.98	219,893.82	0.00	0.0%
Workers' Compensation		3601-3602	934,819.93	1,023,128.88	596,840.36	1,023,128.88	0.00	0.0%
OPEB, Allocated		3701-3702	345,532.00	345,532.00	103,211.86	345,532.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	31,680.48	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, EMPLOYEE BENEFITS			18,085,490.60	20,798,932.29	8,935,381.06	20,798,932.29	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	299,860.00	532,152.00	48,876.60	532,152.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	56,083.83	47,827.47	56,083.83	0.00	0.0%
Materials and Supplies		4300	1,567,092.34	5,273,994.42	1,432,310.04	5,273,994.42	0.00	0.0%
Noncapitalized Equipment		4400	158,000.00	1,162,286.00	417,988.58	1,162,286.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,024,952.34	7,024,516.25	1,947,002.69	7,024,516.25	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	46,019.00	279,561.00	66,442.59	279,561.00	0.00	0.0%
Dues and Memberships		5300	46,350.00	46,350.00	41,288.45	46,350.00	0.00	0.0%
Insurance		5400-5450	1,500,000.00	1,500,000.00	1,304,783.08	1,500,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,420,000.00	1,460,000.00	896,412.24	1,460,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,340,000.00	1,797,001.00	642,811.58	1,797,001.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	7,793,483.25	14,494,799.94	3,476,673.20	14,494,799.94	0.00	0.0%
Communications		5900	129,300.00	129,300.00	65,484.11	129,300.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			12,275,152.25	19,707,011.94	6,493,895.25	19,707,011.94	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	4,540,678.00	346,502.57	4,540,678.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	1,120,000.00	96,752.00	1,120,000.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	5,660,678.00	443,254.57	5,660,678.00	0.00	0.0%
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	0.0%
State Special Schools		7130	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	0.0%
Payments to County Offices		7142	120,000.00	120,000.00	48,302.00	120,000.00	0.00	0.0%
Payments to JPAs		7143	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	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To JPAs		7213	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	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	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	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	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	0.0%
All Other Transfers		7281-7283	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	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	271,000.00	271,000.00	0.00	271,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			391,000.00	391,000.00	48,302.00	391,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(181,621.90)	(153,704.90)	0.00	(153,704.90)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(181,621.90)	(153,704.90)	0.00	(153,704.90)	0.00	0.0%
TOTAL, EXPENDITURES			71,780,512.07	106,216,252.57	41,909,251.88	106,216,252.57	0.00	0.0%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	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	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	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	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	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	0.0%
Other Authorized Interfund Transfers Out		7619	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	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	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	0.0%
Other Sources								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
Proceeds from Leases		8972	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	0.0%
All Other Financing Sources		8979	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	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	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	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2022-23 Projected Totals
2600	Expanded Learning Opportunities Program	3,259,760.55
6266	Educator Effectiveness, FY 2021-22	262,423.57
6300	Lottery: Instructional Materials	719,803.47
6500	Special Education	2,801.72
6537	Special Ed: Learning Recovery Support	3,247.00
6547	Special Education Early Intervention Preschool Grant	432,852.00
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	221,522.00
7121	Distance Learning California Advanced Services Fund	5,076.45
7311	Classified School Employee Professional Development Block Grant	33,138.00
7388	SB 117 COVID-19 LEA Response Funds	14,921.29
7425	Expanded Learning Opportunities (ELO) Grant	317,394.83
7510	Low-Performing Students Block Grant	71,929.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	535,329.60
9010	Other Restricted Local	658,469.22
Total, Restricted Balance		6,538,668.70

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.00	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.00	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
a) As of July 1 - Unaudited		9791	40,809.41	40,809.41		40,809.41	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			40,809.41	40,809.41		40,809.41		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			40,809.41	40,809.41		40,809.41		
2) Ending Balance, June 30 (E + F1e)			40,809.41	40,809.41		40,809.41		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	40,809.41	40,809.41		40,809.41		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
REVENUES								
Sale of Equipment and Supplies		8631	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	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	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	0.0%
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	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	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER SOURCES/USES								
SOURCES								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
(c) TOTAL, SOURCES			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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00		
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
8210	Student Activity Funds	40,809.41
Total, Restricted Balance		40,809.41

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	314,000.00	568,934.42	37,270.00	568,934.42	0.00	0.0%
3) Other State Revenue		8300-8599	1,299,219.86	1,669,947.00	384,659.00	1,669,947.00	0.00	0.0%
4) Other Local Revenue		8600-8799	84,889.00	82,780.73	3,459.82	82,780.73	0.00	0.0%
5) TOTAL, REVENUES			1,698,108.86	2,321,662.15	425,388.82	2,321,662.15		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	560,986.82	709,567.07	372,147.03	709,567.07	0.00	0.0%
2) Classified Salaries		2000-2999	495,759.62	541,229.62	307,168.09	541,229.62	0.00	0.0%
3) Employee Benefits		3000-3999	368,141.91	377,641.91	215,277.98	377,641.91	0.00	0.0%
4) Books and Supplies		4000-4999	160,000.00	478,052.91	8,033.49	478,052.91	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	39,737.61	141,687.74	14,342.00	141,687.74	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	73,482.90	73,482.90	0.00	73,482.90	0.00	0.0%
9) TOTAL, EXPENDITURES			1,698,108.86	2,321,662.15	916,968.59	2,321,662.15		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	(491,579.77)	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	(491,579.77)	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	404,990.76	404,990.76		404,990.76	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			404,990.76	404,990.76		404,990.76		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			404,990.76	404,990.76		404,990.76		
2) Ending Balance, June 30 (E + F1e)			404,990.76	404,990.76		404,990.76		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	404,990.76	404,990.76		404,990.76		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	314,000.00	472,550.25	37,270.00	472,550.25	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	96,384.17	0.00	96,384.17	0.00	0.0%
TOTAL, FEDERAL REVENUE			314,000.00	568,934.42	37,270.00	568,934.42	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	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	0.0%
State Preschool	6105	8590	1,299,219.86	1,669,947.00	384,659.00	1,669,947.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,299,219.86	1,669,947.00	384,659.00	1,669,947.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	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	0.0%
Interest		8660	3,000.00	3,000.00	3,459.82	3,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	81,889.00	73,939.13	0.00	73,939.13	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	5,841.60	0.00	5,841.60	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			84,889.00	82,780.73	3,459.82	82,780.73	0.00	0.0%
TOTAL, REVENUES			1,698,108.86	2,321,662.15	425,388.82	2,321,662.15		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	442,686.98	528,686.98	282,486.25	528,686.98	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	118,299.84	180,880.09	89,660.78	180,880.09	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			560,986.82	709,567.07	372,147.03	709,567.07	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	305,225.49	314,195.49	177,127.01	314,195.49	0.00	0.0%
Classified Support Salaries		2200	138,955.29	145,455.29	79,768.85	145,455.29	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Clerical, Technical and Office Salaries		2400	51,578.84	81,578.84	50,272.23	81,578.84	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			495,759.62	541,229.62	307,168.09	541,229.62	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	98,863.44	104,863.44	62,158.46	104,863.44	0.00	0.0%
PERS		3201-3202	96,269.22	96,269.22	46,038.17	96,269.22	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	39,554.83	43,054.83	23,619.77	43,054.83	0.00	0.0%
Health and Welfare Benefits		3401-3402	100,700.00	100,700.00	63,249.56	100,700.00	0.00	0.0%
Unemployment Insurance		3501-3502	5,349.07	5,349.07	3,396.50	5,349.07	0.00	0.0%
Workers' Compensation		3601-3602	27,405.35	27,405.35	16,815.52	27,405.35	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			368,141.91	377,641.91	215,277.98	377,641.91	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	160,000.00	478,052.91	8,033.49	478,052.91	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			160,000.00	478,052.91	8,033.49	478,052.91	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	20,000.00	39,900.00	0.00	39,900.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	19,737.61	101,787.74	14,342.00	101,787.74	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			39,737.61	141,687.74	14,342.00	141,687.74	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers Out to All Others		7299	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	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	73,482.90	73,482.90	0.00	73,482.90	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			73,482.90	73,482.90	0.00	73,482.90	0.00	0.0%
TOTAL, EXPENDITURES			1,698,108.86	2,321,662.15	916,968.59	2,321,662.15		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	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	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
Proceeds from Leases		8972	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	0.0%
(c) TOTAL, SOURCES			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	0.0%
All Other Financing Uses		7699	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	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
5058	Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	84,341.25
5059	Child Development: ARP California State Preschool Program One-time Stipend	96,384.17
6130	Child Development: Center-Based Reserve Account	214,211.09
9010	Other Restricted Local	10,054.25
Total, Restricted Balance		404,990.76

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,950,000.00	2,449,662.01	903,685.41	2,449,662.01	0.00	0.0%
3) Other State Revenue		8300-8599	356,574.00	578,096.00	443,497.45	578,096.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,000.00	4,000.00	5,738.46	4,000.00	0.00	0.0%
5) TOTAL, REVENUES			2,310,574.00	3,031,758.01	1,352,921.32	3,031,758.01		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	883,328.02	1,118,328.02	687,188.21	1,118,328.02	0.00	0.0%
3) Employee Benefits		3000-3999	460,509.29	460,509.29	289,789.68	460,509.29	0.00	0.0%
4) Books and Supplies		4000-4999	858,597.69	1,174,033.69	583,494.13	1,174,033.69	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	111,086.00	36,241.05	111,086.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	38,793.04	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	108,139.00	80,222.00	0.00	80,222.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,310,574.00	2,944,179.00	1,635,506.11	2,944,179.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	87,579.01	(282,584.79)	87,579.01		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	87,579.01	(282,584.79)	87,579.01		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	821,075.28	821,075.28		821,075.28	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			821,075.28	821,075.28		821,075.28		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			821,075.28	821,075.28		821,075.28		
2) Ending Balance, June 30 (E + F1e)			821,075.28	908,654.29		908,654.29		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	821,075.70	908,654.71		908,654.71		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	(.42)	(.42)		(.42)		
FEDERAL REVENUE								
Child Nutrition Programs		8220	1,950,000.00	2,449,662.01	903,685.41	2,449,662.01	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,950,000.00	2,449,662.01	903,685.41	2,449,662.01	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	356,574.00	578,096.00	443,497.45	578,096.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			356,574.00	578,096.00	443,497.45	578,096.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	513.50	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	4,000.00	4,000.00	5,224.96	4,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,000.00	4,000.00	5,738.46	4,000.00	0.00	0.0%
TOTAL, REVENUES			2,310,574.00	3,031,758.01	1,352,921.32	3,031,758.01		
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	685,627.59	920,627.59	599,508.48	920,627.59	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	133,226.89	133,226.89	46,717.85	133,226.89	0.00	0.0%
Clerical, Technical and Office Salaries		2400	64,473.54	64,473.54	40,961.88	64,473.54	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			883,328.02	1,118,328.02	687,188.21	1,118,328.02	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	835.69	0.00	0.00	0.0%
PERS		3201-3202	203,738.81	203,738.81	117,629.07	203,738.81	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	63,260.85	63,260.85	46,453.61	63,260.85	0.00	0.0%
Health and Welfare Benefits		3401-3402	166,250.00	166,250.00	104,810.97	166,250.00	0.00	0.0%
Unemployment Insurance		3501-3502	4,589.29	4,589.29	3,442.92	4,589.29	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Workers' Compensation		3601-3602	22,670.34	22,670.34	16,617.42	22,670.34	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			460,509.29	460,509.29	289,789.68	460,509.29	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	165,436.00	59,222.21	165,436.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	858,597.69	1,008,597.69	524,271.92	1,008,597.69	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			858,597.69	1,174,033.69	583,494.13	1,174,033.69	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	56,086.00	232.26	56,086.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	1,928.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	55,000.00	14,495.79	55,000.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	19,585.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	111,086.00	36,241.05	111,086.00	0.00	0.0%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	38,793.04	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	38,793.04	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	108,139.00	80,222.00	0.00	80,222.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			108,139.00	80,222.00	0.00	80,222.00	0.00	0.0%
TOTAL, EXPENDITURES			2,310,574.00	2,944,179.00	1,635,506.11	2,944,179.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	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	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	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	0.0%
(c) TOTAL, SOURCES			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	0.0%
All Other Financing Uses		7699	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	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	433,198.72
5316	Child Nutrition: COVID CARES Act Supplemental Meal Reimbursement	7,834.50
5465	Child Nutrition: SNP COVID-19 Emergency Operational Costs Reimbursement (ECR)	32,476.75
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	99,662.01
5810	Other Restricted Federal	3,063.00
7027	Child Nutrition: COVID State Supplemental Meal Reimbursement	312,419.73
9010	Other Restricted Local	20,000.00
Total, Restricted Balance		908,654.71

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	100,000.00	100,000.00	108,804.52	100,000.00	0.00	0.0%
5) TOTAL, REVENUES			100,000.00	100,000.00	108,804.52	100,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	22,999.50	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	13,389.68	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	34,319.03	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	12,500.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	542,532.20	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	625,740.41	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			100,000.00	100,000.00	(516,935.89)	100,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			100,000.00	100,000.00	(516,935.89)	100,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	19,522,329.46	19,522,329.46		19,522,329.46	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,522,329.46	19,522,329.46		19,522,329.46		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,522,329.46	19,522,329.46		19,522,329.46		
2) Ending Balance, June 30 (E + F1e)			19,622,329.46	19,622,329.46		19,622,329.46		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	19,622,329.46	19,622,329.46		19,622,329.46		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	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	0.0%
Prior Years' Taxes		8617	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	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	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	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	100,000.00	100,000.00	108,804.52	100,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			100,000.00	100,000.00	108,804.52	100,000.00	0.00	0.0%
TOTAL, REVENUES			100,000.00	100,000.00	108,804.52	100,000.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Clerical, Technical and Office Salaries		2400	0.00	0.00	22,999.50	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	22,999.50	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	5,587.27	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	1,695.49	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	5,409.58	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	115.01	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	582.33	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	13,389.68	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	34,319.03	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	34,319.03	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	12,500.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	12,500.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	182,474.63	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	360,057.57	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	542,532.20	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	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	625,740.41	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	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	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
Proceeds from Leases		8972	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	0.0%
All Other Financing Sources		8979	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	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	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	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	19,622,329.46
Total, Restricted Balance		19,622,329.46

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	265,000.00	565,000.00	564,433.88	565,000.00	0.00	0.0%
5) TOTAL, REVENUES			265,000.00	565,000.00	564,433.88	565,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			265,000.00	565,000.00	564,433.88	565,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			265,000.00	565,000.00	564,433.88	565,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	4,499,013.50	4,499,013.50		4,499,013.50	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,499,013.50	4,499,013.50		4,499,013.50		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,499,013.50	4,499,013.50		4,499,013.50		
2) Ending Balance, June 30 (E + F1e)			4,764,013.50	5,064,013.50		5,064,013.50		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	4,764,013.50	5,064,013.50		5,064,013.50		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	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	0.0%
Prior Years' Taxes		8617	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	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	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	0.0%
Interest		8660	15,000.00	15,000.00	26,085.99	15,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	250,000.00	550,000.00	538,347.89	550,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			265,000.00	565,000.00	564,433.88	565,000.00	0.00	0.0%
TOTAL, REVENUES			265,000.00	565,000.00	564,433.88	565,000.00		
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	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	0.00	0.00	0.00	0.0%
Debt Service								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	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	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	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	0.0%
Proceeds from Lease Revenue Bonds		8973	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	0.0%
(c) TOTAL, SOURCES			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	0.0%
All Other Financing Uses		7699	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	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	5,064,013.50
Total, Restricted Balance		5,064,013.50

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,000.00	8,000.00	34,090.57	8,000.00	0.00	0.0%
5) TOTAL, REVENUES			8,000.00	8,000.00	34,090.57	8,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			8,000.00	8,000.00	34,090.57	8,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			8,000.00	8,000.00	34,090.57	8,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,100,991.55	6,100,991.55		6,100,991.55	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,100,991.55	6,100,991.55		6,100,991.55		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,100,991.55	6,100,991.55		6,100,991.55		
2) Ending Balance, June 30 (E + F1e)			6,108,991.55	6,108,991.55		6,108,991.55		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	6,108,991.55	6,108,991.55		6,108,991.55		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	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	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	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	0.0%
Interest		8660	8,000.00	8,000.00	34,090.57	8,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			8,000.00	8,000.00	34,090.57	8,000.00	0.00	0.0%
TOTAL, REVENUES			8,000.00	8,000.00	34,090.57	8,000.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	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	0.00	0.00	0.00	0.0%
To County Offices		7212	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	0.0%
All Other Transfers Out to All Others		7299	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	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To: State School Building Fund/County School Facilities Fund		7613	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	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	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	0.0%
Proceeds from Lease Revenue Bonds		8973	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	0.0%
(c) TOTAL, SOURCES			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	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
7710	State School Facilities Projects	8,000.00
9010	Other Restricted Local	6,100,991.55
Total, Restricted Balance		6,108,991.55

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	532.13	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	532.13	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	532.13	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	532.13	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	96,956.35	96,956.35		96,956.35	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			96,956.35	96,956.35		96,956.35		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			96,956.35	96,956.35		96,956.35		
2) Ending Balance, June 30 (E + F1e)			96,956.35	96,956.35		96,956.35		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	96,956.35	96,956.35		96,956.35		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Pass-Through Revenues from State Sources		8587	0.00	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	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	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	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	532.13	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	532.13	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	532.13	0.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	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	0.00	0.00	0.00	0.0%
To County Offices		7212	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	0.0%
All Other Transfers Out to All Others		7299	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	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	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	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Authorized Interfund Transfers Out		7619	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	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	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	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	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	0.0%
Proceeds from Lease Revenue Bonds		8973	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	0.0%
(c) TOTAL, SOURCES			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	0.0%
All Other Financing Uses		7699	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	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	96,956.35
Total, Restricted Balance		96,956.35

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,321,984.00	3,321,984.00	2,055,549.30	3,321,984.00	0.00	0.0%
5) TOTAL, REVENUES			3,321,984.00	3,321,984.00	2,055,549.30	3,321,984.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	3,018,100.00	3,018,100.00	2,345,177.14	3,018,100.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,018,100.00	3,018,100.00	2,345,177.14	3,018,100.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			303,884.00	303,884.00	(289,627.84)	303,884.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			303,884.00	303,884.00	(289,627.84)	303,884.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,963,875.82	3,963,875.82		3,963,875.82	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,963,875.82	3,963,875.82		3,963,875.82		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,963,875.82	3,963,875.82		3,963,875.82		
2) Ending Balance, June 30 (E + F1e)			4,267,759.82	4,267,759.82		4,267,759.82		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	4,267,759.82	4,267,759.82		4,267,759.82		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	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	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	3,314,984.00	3,314,984.00	2,049,969.20	3,314,984.00	0.00	0.0%
Unsecured Roll		8616	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	0.0%
Supplemental Taxes		8618	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	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	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	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	7,000.00	7,000.00	5,580.10	7,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	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	0.0%
TOTAL, OTHER LOCAL REVENUE			3,321,984.00	3,321,984.00	2,055,549.30	3,321,984.00	0.00	0.0%
TOTAL, REVENUES			3,321,984.00	3,321,984.00	2,055,549.30	3,321,984.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	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	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	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	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	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	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	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	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To JPAs		7213	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	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	1,973,100.00	1,973,100.00	672,546.25	1,973,100.00	0.00	0.0%
Other Debt Service - Principal		7439	1,045,000.00	1,045,000.00	1,672,630.89	1,045,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,018,100.00	3,018,100.00	2,345,177.14	3,018,100.00	0.00	0.0%
TOTAL, EXPENDITURES			3,018,100.00	3,018,100.00	2,345,177.14	3,018,100.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	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	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	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	0.0%
Proceeds from Leases		8972	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	0.0%
All Other Financing Sources		8979	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	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	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	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	4,267,759.82
Total, Restricted Balance		4,267,759.82

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
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)	4,093.45	4,142.26	3,834.73	4,142.26	0.00	0.0%
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)	0.00	0.00	0.00	0.00	0.00	0.0%
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)	0.00	0.00	0.00	0.00	0.00	0.0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	4,093.45	4,142.26	3,834.73	4,142.26	0.00	0.0%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	4,093.45	4,142.26	3,834.73	4,142.26	0.00	0.0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0.0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.0%
2. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.0%
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.0%
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0.0%
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	0.0%
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
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	0.00	0.00	0.00	0.00	0.00	0.0%
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
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	0.0%
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.0%
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	0.00	0.00	0.00	0.00	0.00	0.0%
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
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	0.0%
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. Total, Charter School Funded County						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.0%
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	0.0%

Section I - Expenditures	Funds 01, 09, and 62 Goals	Functions	Objects	2022-23 Expenditures
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	106,216,252.57
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	15,307,389.27
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	0.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999 except 6600, 6910	5,660,678.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	271,000.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100, 9200	7699, 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			0.00
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				5,931,678.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				84,977,185.30

Section II - Expenditures Per ADA	2022-23 Annual ADA/Exps. Per ADA
A. Average Daily Attendance (Form AI, Column C, sum of lines A6 and C9)*	3,834.73
B. Expenditures per ADA (Line I.E divided by Line II.A)	22,159.89

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	53,693,809.50	12,741.98
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	53,693,809.50	12,741.98
B. Required effort (Line A.2 times 90%)	48,324,428.55	11,467.78

C. Current year expenditures (Line I.E and Line II.B)	84,977,185.30	22,159.89
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2024-25 may be reduced by the lower of the two percentages)	0.00%	0.00%

*Interim Periods - Annual ADA not available from Form AI. For your convenience, Projected Year Totals Estimated P-2 ADA is extracted. Manual adjustment may be required to reflect estimated Annual ADA.

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 7200-7700, goals 0000 and 9000) — 3,223,139.59
2. Contracted general administrative positions not paid through payroll
   a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. — 0.00
   b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) — 70,018,079.69

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) — 4.60%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. — 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals
   (Functions 7200-7600, objects 1000-5999, minus Line B9) — 5,017,008.90
2. Centralized Data Processing, less portion charged to restricted resources or specific goals
   (Function 7700, objects 1000-5999, minus Line B10) — 1,193,515.48

3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	19,200.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only)	
(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	376,244.97
6. Facilities Rents and Leases (portion relating to general administrative offices only)	
(Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	6,605,969.35
9. Carry-Forward Adjustment (Part IV, Line F)	732,686.07
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	7,338,655.41
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	72,703,376.05
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	5,674,136.09
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	6,060,154.41
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	0.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	765,975.43
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only)	
(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	
resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	156,488.74
10. Centralized Data Processing (portion charged to restricted resources or specific goals only)	
(Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals	
except 0000 and 9000, objects 1000-5999)	200,000.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices)	
(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	7,802,993.40
12. Facilities Rents and Leases (all except portion relating to general administrative offices)	
(Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	2,248,179.25
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	1,855,359.31
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	97,466,662.68
C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment	
(For information only - not for use when claiming/recovering indirect costs)	
(Line A8 divided by Line B19)	6.78%
D. Preliminary Proposed Indirect Cost Rate	
(For final approved fixed-with-carry-forward rate for use in 2024-25 see www.cde.ca.gov/fg/ac/ic)	
(Line A10 divided by Line B19)	7.53%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect

cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	6,605,969.35
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	(1,087,670.14)
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (4.91%) times Part III, Line B19); zero if negative	732,686.07
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (4.91%) times Part III, Line B19) or (the highest rate used to recover costs from any program (4.91%) times Part III, Line B19); zero if positive	0.00
D. Preliminary carry-forward adjustment (Line C1 or C2)	732,686.07
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
LEA request for Option 1, Option 2, or Option 3	1
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	732,686.07

Approved indirect cost rate: 4.91%

Highest rate used in any program: 4.91%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	8,272,681.00	406,188.00	4.91%
01	3010	2,636,373.00	102,268.00	3.88%
01	4035	387,007.00	7,535.00	1.95%
01	4127	357,538.00	4,600.00	1.29%
01	4203	474,856.00	14,035.00	2.96%
01	6537	341,769.31	16,780.69	4.91%
01	6547	239,457.00	11,757.00	4.91%
01	6762	1,220,292.00	59,916.00	4.91%
01	7435	7,415,203.00	364,087.00	4.91%
12	6105	1,599,464.10	73,482.90	4.59%
13	5310	1,633,837.31	80,222.00	4.91%

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund	Interfund	Due From	Due To
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610
01I GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(153,704.90)				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
08I STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09I CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10I SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11I ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12I CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	73,482.90	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13I CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	80,222.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
14I DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15I PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17I SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18I SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19I FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20I SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21I BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25I CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund			
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
30I STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35I COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40I SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
49I CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51I BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52I DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53I TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56I DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57I FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
61I CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62I CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63I OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66I WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67I SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71I RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73I FOUNDATION PRIVATE-PURPOSE TRUST FUND								

Description	Direct Costs - Interfund		Indirect Costs - Interfund					
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76I WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95I STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	0.00	0.00	153,704.90	(153,704.90)	0.00	0.00		

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 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	54,817,203.00	4.39%	57,226,360.00	(.22%)	57,098,216.00
2. Federal Revenues	8100-8299	140,000.00	0.00%	140,000.00	0.00%	140,000.00
3. Other State Revenues	8300-8599	802,545.36	(3.34%)	775,745.00	(1.62%)	763,187.00
4. Other Local Revenues	8600-8799	93,000.00	(26.88%)	68,000.00	0.00%	68,000.00
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	(9,729,960.86)	3.00%	(10,021,860.00)	3.00%	(10,322,515.00)
6. Total (Sum lines A1 thru A5c)		46,122,787.50	4.48%	48,188,245.00	(.92%)	47,746,888.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				23,211,875.85		21,604,413.00
b. Step & Column Adjustment				464,238.50		432,089.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(2,071,701.35)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	23,211,875.85	(6.93%)	21,604,413.00	2.00%	22,036,502.00
2. Classified Salaries						
a. Base Salaries				8,496,424.29		8,117,682.77
b. Step & Column Adjustment				169,928.48		162,353.66
c. Cost-of-Living Adjustment						
d. Other Adjustments				(548,670.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,496,424.29	(4.46%)	8,117,682.77	2.00%	8,280,036.43
3. Employee Benefits	3000-3999	10,801,269.47	(6.16%)	10,135,679.00	12.65%	11,417,729.00
4. Books and Supplies	4000-4999	1,163,838.55	33.67%	1,555,693.00	.80%	1,568,209.00
5. Services and Other Operating Expenditures	5000-5999	4,875,249.00	31.13%	6,392,958.00	1.21%	6,470,042.00
6. Capital Outlay	6000-6999	120,000.00	(15.23%)	101,720.00	1.41%	103,153.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	291,000.00	.24%	291,688.00	.20%	292,261.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,140,871.59)	(34.76%)	(744,358.00)	2.77%	(764,976.00)
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)				0.00		0.00
11. Total (Sum lines B1 thru B10)		47,818,785.57	(.76%)	47,455,475.77	4.10%	49,402,956.43
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(1,695,998.07)		732,769.23		(1,656,068.43)
D. FUND BALANCE						
1.Net Beginning Fund Balance(Form 01I, line F1e)		5,105,673.11		3,409,675.04		4,142,444.27
2. Ending Fund Balance (Sum lines C and D1)		3,409,675.04		4,142,444.27		2,486,375.84
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	173,186.00		1,788,182.00		93,387.00
e. Unassigned/Unappropriated						

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
1. Reserve for Economic Uncertainties	9789	3,186,488.00		2,304,262.00		2,342,988.00
2. Unassigned/Unappropriated	9790	1.04		.27		.84
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		3,409,675.04		4,142,444.27		2,486,375.84
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	3,186,488.00		2,304,262.00		2,342,988.00
c. Unassigned/Unappropriated	9790	1.04		.27		.84
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
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 (Sum lines E1a thru E2c)		3,186,489.04		2,304,262.27		2,342,988.84

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 adjustments are due to the savings from the supplementary retirement plan (SRP) and funding shifts.

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 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	175,814.00	0.00%	175,814.00	0.00%	175,814.00
2. Federal Revenues	8100-8299	15,160,192.33	(81.02%)	2,877,143.00	0.00%	2,877,143.00
3. Other State Revenues	8300-8599	23,085,237.00	(50.88%)	11,339,504.00	(11.33%)	10,054,347.00
4. Other Local Revenues	8600-8799	4,651,487.81	(9.99%)	4,186,746.00	0.00%	4,186,746.00
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	9,729,960.86	3.00%	10,021,860.00	3.00%	10,322,515.00
6. Total (Sum lines A1 thru A5c)		52,802,692.00	(45.83%)	28,601,067.00	(3.44%)	27,616,565.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				13,728,261.94		8,594,984.18
b. Step & Column Adjustment				274,565.24		171,900.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(5,407,843.00)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	13,728,261.94	(37.39%)	8,594,984.18	2.00%	8,766,884.18
2. Classified Salaries						
a. Base Salaries				7,351,256.91		4,560,078.91
b. Step & Column Adjustment				147,025.00		91,201.58
c. Cost-of-Living Adjustment						
d. Other Adjustments				(2,938,203.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	7,351,256.91	(37.97%)	4,560,078.91	2.00%	4,651,280.49
3. Employee Benefits	3000-3999	9,997,662.82	(13.96%)	8,601,494.00	(9.83%)	7,755,725.00
4. Books and Supplies	4000-4999	5,860,677.70	(44.39%)	3,259,020.00	(5.95%)	3,064,947.00
5. Services and Other Operating Expenditures	5000-5999	14,831,762.94	(83.43%)	2,458,259.00	2.77%	2,526,352.00
6. Capital Outlay	6000-6999	5,540,678.00	(78.51%)	1,190,599.00	2.77%	1,223,579.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	100,000.00	3.44%	103,440.00	2.77%	106,305.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	987,166.69	(40.70%)	585,365.00	2.77%	601,580.00
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)				0.00		0.00
11. Total (Sum lines B1 thru B10)		58,397,467.00	(49.74%)	29,353,240.09	(2.24%)	28,696,652.67
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(5,594,775.00)		(752,173.09)		(1,080,087.67)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		12,133,443.70		6,538,668.70		5,786,495.61
2. Ending Fund Balance (Sum lines C and D1)		6,538,668.70		5,786,495.61		4,706,407.94
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	6,538,668.70		5,786,495.61		4,706,407.94
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		6,538,668.70		5,786,495.61		4,706,407.94
E. AVAILABLE RESERVES						
1. General Fund)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
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.

The adjustments are due to the expiration of State and Federal stimulus funds.

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 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	54,993,017.00	4.38%	57,402,174.00	(.22%)	57,274,030.00
2. Federal Revenues	8100-8299	15,300,192.33	(80.28%)	3,017,143.00	0.00%	3,017,143.00
3. Other State Revenues	8300-8599	23,887,782.36	(49.28%)	12,115,249.00	(10.71%)	10,817,534.00
4. Other Local Revenues	8600-8799	4,744,487.81	(10.32%)	4,254,746.00	0.00%	4,254,746.00
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)		98,925,479.50	(22.38%)	76,789,312.00	(1.86%)	75,363,453.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				36,940,137.79		30,199,397.18
b. Step & Column Adjustment				738,803.74		603,989.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(7,479,544.35)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	36,940,137.79	(18.25%)	30,199,397.18	2.00%	30,803,386.18
2. Classified Salaries						
a. Base Salaries				15,847,681.20		12,677,761.68
b. Step & Column Adjustment				316,953.48		253,555.24
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(3,486,873.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	15,847,681.20	(20.00%)	12,677,761.68	2.00%	12,931,316.92
3. Employee Benefits	3000-3999	20,798,932.29	(9.91%)	18,737,173.00	2.33%	19,173,454.00
4. Books and Supplies	4000-4999	7,024,516.25	(31.46%)	4,814,713.00	(3.77%)	4,633,156.00
5. Services and Other Operating Expenditures	5000-5999	19,707,011.94	(55.09%)	8,851,217.00	1.64%	8,996,394.00
6. Capital Outlay	6000-6999	5,660,678.00	(77.17%)	1,292,319.00	2.66%	1,326,732.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	391,000.00	1.06%	395,128.00	.87%	398,566.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(153,704.90)	3.44%	(158,993.00)	2.77%	(163,396.00)
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)		106,216,252.57	(27.69%)	76,808,715.86	1.68%	78,099,609.10
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(7,290,773.07)		(19,403.86)		(2,736,156.10)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		17,239,116.81		9,948,343.74		9,928,939.88
2. Ending Fund Balance (Sum lines C and D1)		9,948,343.74		9,928,939.88		7,192,783.78
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740	6,538,668.70		5,786,495.61		4,706,407.94
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	173,186.00		1,788,182.00		93,387.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	3,186,488.00		2,304,262.00		2,342,988.00

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
2. Unassigned/Unappropriated	9790	1.04		.27		.84
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		9,948,343.74		9,928,939.88		7,192,783.78
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	3,186,488.00		2,304,262.00		2,342,988.00
c. Unassigned/Unappropriated	9790	1.04		.27		.84
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 E1 thru E2c)		3,186,489.04		2,304,262.27		2,342,988.84
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.00%		3.00%		3.00%
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					
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 AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		3,834.73		3,758.35		3,684.48
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		106,216,252.57		76,808,715.86		78,099,609.10
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)		106,216,252.57		76,808,715.86		78,099,609.10
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		3,186,487.58		2,304,261.48		2,342,988.27
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		3,186,487.58		2,304,261.48		2,342,988.27
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

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 interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)	Second Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2022-23)				
District Regular	4,145.11	4,142.26		
Charter School	0.00	0.00		
Total ADA	**4,145.11**	**4,142.26**	**(.1%)**	**Met**
1st Subsequent Year (2023-24)				
District Regular	4,021.87	4,020.60		
Charter School				
Total ADA	**4,021.87**	**4,020.60**	**0.0%**	**Met**
2nd Subsequent Year (2024-25)				
District Regular	3,885.87	3,874.37		
Charter School				
Total ADA	**3,885.87**	**3,874.37**	**(.3%)**	**Met**

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 changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. 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 First Interim (Form 01CSI, Item 2A)	Enrollment Second Interim CBEDS/Projected	Percent Change	Status
Current Year (2022-23)				
District Regular	4,262.00	4,260.00		
Charter School				
Total Enrollment	**4,262.00**	**4,260.00**	**0.0%**	**Met**
1st Subsequent Year (2023-24)				
District Regular	4,177.00	4,175.00		
Charter School				
Total Enrollment	**4,177.00**	**4,175.00**	**0.0%**	**Met**
2nd Subsequent Year (2024-25)				
District Regular	4,093.00	4,091.00		
Charter School				
Total Enrollment	**4,093.00**	**4,091.00**	**0.0%**	**Met**

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal 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 current fiscal 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: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal 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.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2019-20)			
District Regular	4,203	4,475	
Charter School			
Total ADA/Enrollment	**4,203**	**4,475**	**93.9%**
Second Prior Year (2020-21)			
District Regular	4,203	4,419	
Charter School			
Total ADA/Enrollment	**4,203**	**4,419**	**95.1%**
First Prior Year (2021-22)			
District Regular	3,850	4,264	
Charter School			
Total ADA/Enrollment	**3,850**	**4,264**	**90.3%**
		Historical Average Ratio:	93.1%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**93.6%**

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal 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.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2022-23)				
District Regular	3,835	4,260		
Charter School	0			
Total ADA/Enrollment	**3,835**	**4,260**	**90.0%**	**Met**
1st Subsequent Year (2023-24)				
District Regular	3,758	4,175		
Charter School				
Total ADA/Enrollment	**3,758**	**4,175**	**90.0%**	**Met**
2nd Subsequent Year (2024-25)				
District Regular	3,684	4,091		
Charter School				
Total ADA/Enrollment	**3,684**	**4,091**	**90.1%**	**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 MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. **CRITERION: LCFF Revenue**

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089) First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals	Percent Change	Status
Current Year (2022-23)	54,857,465.00	54,817,203.00	(.1%)	Met
1st Subsequent Year (2023-24)	55,793,498.00	57,226,360.00	2.6%	Not Met
2nd Subsequent Year (2024-25)	56,076,505.00	57,098,216.00	1.8%	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected LCFF revenue has changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation: (required if NOT met)

Governor's January Budget Proposal 23-24 COLA increased to 8.13%.

5. **CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal 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: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	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 (2019-20)	37,212,130.62	41,249,279.41	90.2%
Second Prior Year (2020-21)	33,682,496.10	37,659,157.24	89.4%
First Prior Year (2021-22)	35,468,081.80	41,576,314.58	85.3%
		Historical Average Ratio:	88.3%

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3%	3%	3%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**85.3% to 91.3%**	**85.3% to 91.3%**	**85.3% to 91.3%**

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01I, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 01I, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Current Year (2022-23)	42,509,569.61	47,818,785.57	88.9%	Met
1st Subsequent Year (2023-24)	39,857,774.77	47,455,475.77	84.0%	Not Met
2nd Subsequent Year (2024-25)	41,734,267.43	49,402,956.43	84.5%	Not 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 NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

This criteria has not been met because the district offered a supplementary retirement plan (SRP). Fifty-three (53) employees enrolled in the SRP which will generate approximately $1.4 million in 23-24. Additionally, the district will fund for one year only the increase in pension costs in the amount of $1 million from the GF to the Arts, Music and Instructional Materials Discretionary Block Grant.

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 current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections. Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	**-5.0% to +5.0%**
District's Other Revenues and Expenditures Explanation Percentage Range:	**-5.0% to +5.0%**

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column. 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	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2022-23)	14,977,077.79	15,300,192.33	2.2%	No
1st Subsequent Year (2023-24)	2,680,121.00	3,017,143.00	12.6%	Yes
2nd Subsequent Year (2024-25)	2,680,121.00	3,017,143.00	12.6%	Yes

Explanation: (required if Yes) The change is due to the posting of additional carryover budgets.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2022-23)	15,624,441.36	23,887,782.36	52.9%	Yes
1st Subsequent Year (2023-24)	7,535,710.00	12,115,249.00	60.8%	Yes
2nd Subsequent Year (2024-25)	7,526,731.00	10,817,534.00	43.7%	Yes

Explanation: (required if Yes) The ELOP allocation of approximately $6.5 million has been included in the budget. Additionally, prior year carryover budgets and certain grants have been removed from the subsequent year's budget.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2022-23)	4,716,487.81	4,744,487.81	.6%	No
1st Subsequent Year (2023-24)	4,176,746.00	4,254,746.00	1.9%	No
2nd Subsequent Year (2024-25)	4,176,746.00	4,254,746.00	1.9%	No

Explanation: (required if Yes)

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2022-23)	5,213,324.03	7,024,516.25	34.7%	Yes
1st Subsequent Year (2023-24)	2,785,848.00	4,814,713.00	72.8%	Yes
2nd Subsequent Year (2024-25)	2,919,279.00	4,633,156.00	58.7%	Yes

Explanation: (required if Yes) The ELOP allocation has been added to the budget.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2022-23)	17,337,554.94	19,707,011.94	13.7%	Yes
1st Subsequent Year (2023-24)	7,546,385.00	8,851,217.00	17.3%	Yes
2nd Subsequent Year (2024-25)	7,990,561.00	8,996,394.00	12.6%	Yes

Explanation: (required if Yes) The ELOP allocation has been added to the budget.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2022-23)	35,318,006.96	43,932,462.50	24.4%	Not Met
1st Subsequent Year (2023-24)	14,392,577.00	19,387,138.00	34.7%	Not Met
2nd Subsequent Year (2024-25)	14,383,598.00	18,089,423.00	25.8%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2022-23)	22,550,878.97	26,731,528.19	18.5%	Not Met
1st Subsequent Year (2023-24)	10,332,233.00	13,665,930.00	32.3%	Not Met
2nd Subsequent Year (2024-25)	10,909,840.00	13,629,550.00	24.9%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

1a. STANDARD NOT MET - One or more projected operating revenue have changed since first interim projections by more than the standard in one or more of the current year 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 revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Federal Revenue (linked from 6A if NOT met)

The change is due to the posting of additional carryover budgets.

Explanation: Other State Revenue (linked from 6A if NOT met)

The ELOP allocation of approximately $6.5 million has been included in the budget. Additionally, prior year carryover budgets and certain grants have been removed from the subsequent year's budget.

Explanation: Other Local Revenue (linked from 6A if NOT met)

1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year 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 revenues 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 6A if NOT met)

The ELOP allocation has been added to the budget.

Explanation: Services and Other Exps (linked from 6A if NOT met)

The ELOP allocation has been added to the budget.

7. **CRITERION: Facilities Maintenance**

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how 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. Statutes exclude the following resource codes from the total general fund expenditures calculation: 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 5316, 7027, and 7690.

DATA ENTRY: Enter the Required Minimum Contribution if First Interim data does not exist. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1, if applicable, and 2. All other data are extracted.

		Required Minimum Contribution	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1.	OMMA/RMA Contribution	2,821,069.00	3,099,463.77	Met
2.	First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		2,875,862.77	

If status 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 any of the current fiscal year or two subsequent fiscal years.

[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]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.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District's Available Reserve Percentages (Criterion 10C, Line 9)	3.0%	3.0%	3.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	1.0%	1.0%	1.0%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

	Projected Year Totals			
Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01I, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 01I, Objects 1000-7999) (Form MYPI, Line B11)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Current Year (2022-23)	(1,695,998.07)	47,818,785.57	3.5%	Not Met
1st Subsequent Year (2023-24)	732,769.23	47,455,475.77	N/A	Met
2nd Subsequent Year (2024-25)	(1,656,068.43)	49,402,956.43	3.4%	Not Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation: (required if NOT met)

The deficit spending is due to salary and benefit increases; 6% beginning 07-01-22; 0.5% beginning 01-01-23; $500 added to H&W.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 01I, Line F2) (Form MYPI, Line D2)	Status
Current Year (2022-23)	9,948,343.74	Met
1st Subsequent Year (2023-24)	9,928,939.88	Met
2nd Subsequent Year (2024-25)	7,192,783.78	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal 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 (2022-23)	19,646,728.00	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 current fiscal 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: Current Year data are extracted. If Form MYPI 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 $75,000 (greater of)	0	to 300
4% or $75,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	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 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 (Education Code Section 42238), 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.

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	3,834.73	3,758.35	3,684.48
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 MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, 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):

	Current Year Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
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 MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Expenditures and Other Financing Uses (Form 01I, objects 1000-7999) (Form MYPI, Line B11)	106,216,252.57	76,808,715.86	78,099,609.10
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)	106,216,252.57	76,808,715.86	78,099,609.10
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	3,186,487.58	2,304,261.48	2,342,988.27

6.	Reserve Standard - by Amount ($75,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7.	**District's Reserve Standard (Greater of Line B5 or Line B6)**	**3,186,487.58**	**2,304,261.48**	**2,342,988.27**

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	3,186,488.00	2,304,262.00	2,342,988.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	1.04	.27	.84
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8. District's Available Reserve Amount (Lines C1 thru C7)	3,186,489.04	2,304,262.27	2,342,988.84
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.00%	3.00%	3.00%
District's Reserve Standard (Section 10B, Line 7):	**3,186,487.58**	**2,304,261.48**	**2,342,988.27**
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

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 have occurred since first interim projections 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 funded with one-time revenues that have changed since first interim projections by more than five percent? — 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. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds? (Refer to Education Code Section 42603) — No

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal 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 current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than $20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than $20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0% 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: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the Second Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the Second Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2022-23)	(9,506,359.86)	(9,729,960.86)	2.4%	223,601.00	Met
1st Subsequent Year (2023-24)	(9,981,678.00)	(10,021,860.00)	.4%	40,182.00	Met
2nd Subsequent Year (2024-25)	(10,480,762.00)	(10,322,515.00)	-1.5%	(158,247.00)	Met
1b. Transfers In, General Fund *					
Current Year (2022-23)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2022-23)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since first interim projections 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 since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation: (required if NOT met)

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation: (required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since first interim projections 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 payment for the current fiscal 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: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
   (If No, skip items 1b and 2 and sections S6B and S6C) — Yes

   b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections? — No

2. If Yes to Item 1a, list (or update) 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, 2022-23
Capital Leases				
Certificates of Participation	27	Fund 49	Fund 52	36,230,000
General Obligation Bonds	32	Fund 21	Fund 51	139,506,091
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Funds 0100, 1200, 1300	Funds 0100, 1200, 1300	528,915
Other Long-term Commitments (do not include OPEB):				
Pension Liability		Fund 0100	Fund 0100	60,679,543
ADA Overstatement Repayment	6	Fund 0100	Fund 0100	1,361,000
TOTAL:				238,305,549

Type of Commitment (continued)	Prior Year (2021-22) Annual Payment (P & I)	Current Year (2022-23) Annual Payment (P & I)	1st Subsequent Year (2023-24) Annual Payment (P & I)	2nd Subsequent Year (2024-25) Annual Payment (P & I)
Capital Leases				
Certificates of Participation	3,240,875	3,069,544	3,104,492	3,021,742
General Obligation Bonds	10,873,920	11,367,867	9,650,783	9,416,932
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Pension Liability				
ADA Overstatement Repayment	712,378	270,390	270,390	270,390
Total Annual Payments:	14,827,173	14,707,801	13,025,665	12,709,064

Has total annual payment increased over prior year (2021-22)?	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 current 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.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1 a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4) — Yes

b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities? — No

c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

2 OPEB Liabilities

	First Interim (Form 01CSI, Item S7A)	Second Interim
a. Total OPEB liability	18,578,137.00	18,578,137.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00	0.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	18,578,137.00	18,578,137.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.	Jun 30, 2022	Jun 30, 2022

3 OPEB Contributions

	First Interim (Form 01CSI, Item S7A)	Second Interim
a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method		
Current Year (2022-23)	449,870.00	449,870.00
1st Subsequent Year (2023-24)	561,069.00	561,069.00
2nd Subsequent Year (2024-25)	669,675.00	669,675.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2022-23)	345,532.00	345,532.00
1st Subsequent Year (2023-24)	320,448.00	320,448.00
2nd Subsequent Year (2024-25)	374,239.00	374,239.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2022-23)	345,532.00	345,532.00
1st Subsequent Year (2023-24)	320,448.00	320,448.00
2nd Subsequent Year (2024-25)	374,239.00	374,239.00
d. Number of retirees receiving OPEB benefits		
Current Year (2022-23)	28	28
1st Subsequent Year (2023-24)	28	28
2nd Subsequent Year (2024-25)	28	28

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1 a. 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 1b-4): No

b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities? n/a

c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions? n/a

2 Self-Insurance Liabilities

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Accrued liability for self-insurance programs	0.00	0.00
b. Unfunded liability for self-insurance programs		0.00

3 Self-Insurance Contributions

	First Interim (Form 01CSI, Item S7B)	Second Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2022-23)		
1st Subsequent Year (2023-24)		
2nd Subsequent Year (2024-25)		
b. Amount contributed (funded) for self-insurance programs		
Current Year (2022-23)		
1st Subsequent Year (2023-24)		
2nd Subsequent Year (2024-25)		

4 Comments:

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, 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, 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: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of first interim projections? Yes

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of certificated (non-management) full-time-equivalent (FTE) positions	204.0	265.0	250.0	250.0

1a. Have any salary and benefit negotiations been settled since first interim projections? n/a

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, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled? No

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting: Feb 09, 2023

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification: Jan 26, 2023

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement? n/a

If Yes, date of budget revision board adoption: Mar 09, 2023

4. Period covered by the agreement: Begin Date: Jul 01, 2022 End Date: Jun 30, 2023

5. Salary settlement:

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Is the cost of salary settlement included in the interim 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	

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
7.	Amount included for any tentative salary schedule increases			

Certificated (Non-management) Health and Welfare (H&W) Benefits		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are costs of H&W benefit changes included in the interim and MYPs?			
2.	Total cost of H&W benefits			
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year			

Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?			
If Yes, amount of new costs included in the interim and MYPs			

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are step & column adjustments included in the interim and MYPs?			
2.	Cost of step & column adjustments			
3.	Percent change in step & column over prior year			

Certificated (Non-management) Attrition (layoffs and retirements)		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are savings from attrition included in the interim and MYPs?			
2.	Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?			

Certificated (Non-management) - Other

List other significant contract changes that have occurred since first interim projections 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: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of first interim projections? **No**

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of classified (non-management) FTE positions	204.0	217.5	208.0	208.0

1a. Have any salary and benefit negotiations been settled since first interim projections? **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, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled? **Yes**

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining 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 collective bargaining agreement? **n/a**

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Is the cost of salary settlement included in the interim 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: 132,083

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
7. Amount included for any tentative salary schedule increases	858,500	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	2,283,750	2,184,000	2,184,000
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 Negotiated Since First Interim

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?	No		
If Yes, amount of new costs included in the interim and MYPs			

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	297,000	302,500	309,000
3.	Percent change in step & column over prior year	2.0%	2.0%	2.0%

Classified (Non-management) Attrition (layoffs and retirements)

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of first interim projections? **No**

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of management, supervisor, and confidential FTE positions	28.0	30.0	29.0	29.0

1a. Have any salary and benefit negotiations been settled since first interim projections? **No**

If Yes, complete question 2.

If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled? **Yes**

If Yes, complete questions 3 and 4.

Negotiations Settled Since First Interim Projections

2. Salary settlement:	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Is the cost of salary settlement included in the interim 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: 48,000

4. Amount included for any tentative salary schedule increases	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
	312,000	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	315,000	304,500	304,500
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	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	81,300	83,000	84,600
3. Percent change in step and column over prior year	2.0%	2.0%	2.0%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are costs of other benefits included in the interim and MYPs?	No	No	No
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. **Status of Other Funds**

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year? No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

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 A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1.	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior and current fiscal years?	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?	No
A5.	Has the district entered into a bargaining agreement where any of the current 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?	No
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 Second Interim Criteria and Standards Review

SAN YSIDRO ELEMENTARY

2022-23 CASHFLOW

ACTUALS TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
JANUARY	68379	03300	N. Schuff

District's authorizing signature

SMART	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
BEGINNING BALANCE:	$ 16,677,307	$ 12,990,302	$ 9,992,428	$ 9,526,421	$ 8,245,857	$ 11,806,230	$ 19,756,421	$ 25,444,349	$ 22,962,385	$ 20,733,354	$ 25,954,996	$ 26,566,530
LCFF SOURCES												
LCFF	$ 1,487,504	$ 1,487,504	$ 2,677,507	$ 2,677,507	$ 2,677,507	$ 2,677,507	$ 2,677,507	$ 2,401,609	$ 2,401,609	$ 2,401,609	$ 2,401,609	$ 715,562
Property Taxes	$ 122,721	$ 389,807	$ 170,268	$ 380,613	$ 1,124,652	$ 8,197,088	$ 5,979,459	$ 831,041	$ 452,827	$ 8,379,873	$ 915,946	$ (1,215,484)
EPA	$ -	$ -	$ 210,504	$ -	$ -	$ 210,504	$ -	$ -	$ 207,113	$ -	$ -	$ 200,331
RDA Residual Balance & CRD	$ -	$ -	$ -	$ -	$ -	$ -	$ 542,613	$ -	$ -	$ -	$ -	$ 787,701
Charter In Lieu Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Education - Prop Tax Transfer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 43,954	$ -	$ -	$ 131,861
Other Revenue Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL LCFF SOURCES	$ 1,610,225	$ 1,877,311	$ 3,058,279	$ 3,058,120	$ 3,802,159	$ 11,085,099	$ 9,199,579	$ 3,232,649	$ 3,105,502	$ 10,781,482	$ 3,317,554	$ 619,971
FEDERAL REVENUE												
Impact Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Education	$ -	$ -	$ -	$ 49,969	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Federal Pass Through	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Title I - Fed Cash Mgmt System	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 683,621	$ -	$ -	$ 683,621
Title II - Fed Cash Mgmt System	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 98,636	$ -	$ -	$ 98,636
Title III - Fed Cash Mgmt System	$ -	$ -	$ -	$ -	$ -	$ -	$ (3,276)	$ -	$ 122,223	$ -	$ -	$ 122,223
Other Federal	$ -	$ -	$ -	$ 127,814	$ 38,316	$ -	$ (21,701)	$ 787	$ 32,205	$ 5,091	$ 274,220	$ 354,873
Other Federal (One-Time Funding)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	
One-Time Funding ESSER II (*Obligate by 9/30/2023*)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	
One-Time Funding ESSER III (*Obligate by 9/30/2024*)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	
One-Time Funding ELO Grant (Obligate by *)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	
TOTAL FEDERAL REVENUE	$ -	$ -	$ -	$ 177,783	$ 38,316	$ -	$ (24,977)	$ 787	$ 936,684	$ 5,091	$ 274,220	$ 1,259,352
OTHER STATE REVENUE												
PA Sp. Ed. (SDUSD, Poway & Infant)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PA Recomputations CY & PY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Mandate Block	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 136,825
Lottery	$ -	$ -	$ -	$ 25,975	$ -	$ -	$ 279,893	$ -	$ -	$ 232,023	$ -	$ 232,023
PA Expanded Learning Opportunities Program (TK/K-6)	$ 325,865	$ 325,865	$ 586,558	$ 586,558	$ 586,558	$ 586,558	$ 586,558	$ 875,517	$ 875,517	$ 875,517	$ 875,517	$ 2,641,380
PA SpEd Early Intervention Preschool Grant	$ 21,643	$ 21,643	$ 38,957	$ 38,957	$ 38,957	$ 38,957	$ 38,957	$ -	$ -	$ -	$ -	$ (238,071)
STRS On-Behalf - Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000
Other State	$ -	$ -	$ -	$ 144,827	$ -	$ -	$ -	$ 49,473	$ -	$ 100,284	$ -	$ 246,808
Other State (One-Time Funding)	$ -	$ -	$ -	$ 214,610	$ -	$ -	$ -				$ 3,889,645	$ -
One-Time Funding IPI Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
One-Time Funding ELO Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
TOTAL OTHER STATE REVENUE	$ 347,508	$ 347,508	$ 625,515	$ 1,010,927	$ 625,515	$ 625,515	$ 905,408	$ 924,990	$ 875,517	$ 1,207,824	$ 4,765,162	$ 6,018,966
OTHER LOCAL REVENUE												
PA Special Education - Pass Through	$ 154,674	$ 156,662	$ 280,203	$ 280,203	$ 280,203	$ 280,203	$ 280,203	$ 276,979	$ 276,979	$ 276,979	$ 276,979	$ 257,277
Other Local	$ 150	$ 2,676	$ -	$ 361,316	$ 9,690	$ 21,618	$ 19,109	$ 141,958	$ 41,574	$ 198,040	$ 55,669	$ 274,185
TOTAL OTHER LOCAL REVENUE	$ 154,824	$ 159,338	$ 280,203	$ 641,519	$ 289,893	$ 301,821	$ 299,312	$ 418,937	$ 318,553	$ 475,018	$ 332,648	$ 531,462
OTHER FINANCING SOURCES												
Transfers In & Other Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL OTHER FINANCING SOURCES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL REVENUE	**$ 2,112,557**	**$ 2,384,157**	**$ 3,963,997**	**$ 4,888,349**	**$ 4,755,884**	**$ 12,012,435**	**$ 10,379,322**	**$ 4,577,363**	**$ 5,236,256**	**$ 12,469,416**	**$ 8,689,585**	**$ 8,429,750**
SALARIES & BENEFITS												
Certificated	$ 1,942,622	$ 2,257,235	$ 2,376,387	$ 2,504,432	$ 2,350,280	$ 2,349,388	$ 2,283,038	$ 2,996,198	$ 3,030,659	$ 3,036,520	$ 3,072,478	$ 3,138,937
Classified	$ 1,026,524	$ 1,065,377	$ 1,000,614	$ 1,548,278	$ 1,095,634	$ 1,012,116	$ 988,432	$ 1,283,201	$ 1,292,953	$ 1,306,944	$ 1,313,760	$ 1,490,486
Benefits	$ 1,148,263	$ 1,261,279	$ 1,235,390	$ 1,410,437	$ 1,234,006	$ 1,276,726	$ 1,230,735	$ 1,242,892	$ 1,192,246	$ 1,205,257	$ 1,195,401	$ 1,919,561
STRS On-Behalf - Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000
Salaries & Benefits (One-Time Funding)	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
TOTAL SALARIES & BENEFITS	$ 4,117,410	$ 4,583,891	$ 4,612,392	$ 5,463,147	$ 4,679,921	$ 4,638,229	$ 4,502,205	$ 5,522,292	$ 5,515,859	$ 5,548,722	$ 5,581,638	$ 9,548,984

SAN YSIDRO ELEMENTARY

2022-23 CASHFLOW

ACTUALS TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
JANUARY	68379	03300	N. Schuff

District's authorizing signature

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
BEGINNING BALANCE:	$ 16,677,307	$ 12,990,302	$ 9,992,428	$ 9,526,421	$ 8,245,857	$ 11,806,230	$ 19,756,421	$ 25,444,349	$ 22,962,385	$ 20,733,354	$ 25,954,996	$ 26,566,530
OTHER EXPENDITURES												
Supplies	$ 66,882	$ 294,868	$ 829,531	$ 160,007	$ 324,832	$ 199,803	$ 73,865	$ 293,955	$ 246,711	$ 377,665	$ 610,867	$ 1,890,983
Utilities	$ -	$ 49,315	$ 115,927	$ 291,404	$ 134,855	$ 21,682	$ 283,230	$ 138,981	$ 101,473	$ 146,845	$ 130,227	$ 144,036
Other Services (Excl. Utilities)	$ 1,539,315	$ 435,408	$ 454,580	$ 800,945	$ 688,593	$ 595,642	$ 1,024,787	$ 1,011,063	$ 1,306,995	$ 1,144,529	$ 1,500,069	$ 2,434,569
Capital	$ 615	$ 136,320	$ -	$ 48,002	$ 48,750	$ -	$ 209,567	$ 73,876	$ 245,828	$ 29,858	$ 244,725	$ 1,304,786
Pass Through Revenues	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Transfers Out, Other Uses & Outgo	$ 4,391	$ 4,391	$ 7,904	$ 7,904	$ 7,904	$ 7,904	$ 7,904	$ 19,160	$ 48,420	$ 155	$ 10,523	$ (11,967)
Other Expenditures (One-Time Funding)	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
TOTAL OTHER EXPENDITURES	$ 1,611,203	$ 920,303	$ 1,407,942	$ 1,308,261	$ 1,204,934	$ 825,030	$ 1,599,353	$ 1,537,035	$ 1,949,429	$ 1,699,053	$ 2,496,412	$ 5,762,407
TOTAL EXPENDITURES	**$ 5,728,613**	**$ 5,504,194**	**$ 6,020,335**	**$ 6,771,408**	**$ 5,884,854**	**$ 5,463,259**	**$ 6,101,558**	**$ 7,059,327**	**$ 7,465,287**	**$ 7,247,774**	**$ 8,078,050**	**$ 15,311,391**

SAN YSIDRO ELEMENTARY

2022-23 CASHFLOW

ACTUALS TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
JANUARY	68379	03300	N. Schuff

District's authorizing signature

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
BEGINNING BALANCE:	$ 16,677,307	$ 12,990,302	$ 9,992,428	$ 9,526,421	$ 8,245,857	$ 11,806,230	$ 19,756,421	$ 25,444,349	$ 22,962,385	$ 20,733,354	$ 25,954,996	$ 26,566,530
ASSETS	*Beginning Bal*											
Other Cash Equivalents	$ 319,219	$ -	$ -	$ -	$ -	$ -	$ (20,000)	$ -	$ -	$ -	$ -	$ -	$ -
Receivables	$ (3,334,014)	$ -	$ 7,055	$ -	$ 2,655,423	$ 109	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Temporary Loans / Due From	$ (1,341,994)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Deferrals (Excl. Adj. & PY Recomp.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
TOTAL ASSETS (excluding cash 9110)	######	$ -	$ 7,055	$ -	$ 2,655,423	$ 109	$ (20,000)	$ -	$ -	$ -	$ -	$ -	$ -
CURRENT LIABILITIES	*Beginning Bal*											
Payables	$ 2,638,190	$ (548,301)	$ (15,366)	$ 104,486	$ (206,974)	$ (12,184)	$ (138,199)	$ 121,443	$ -	$ -	$ -	$ -	$ -
Unearned Revenue	$ 1,118,628	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Deferrals (Excl. Adj. & PY Recomp.)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
TOTAL CURRENT LIABILITIES	$ 3,756,817	$ (548,301)	$ (15,366)	$ 104,486	$ (206,974)	$ (12,184)	$ (138,199)	$ 121,443	$ -	$ -	$ -	$ -	$ -
OTHER ACTIVITY	*Beginning Bal*											
Audit Adjustments	$ (1,827,364)	$ 1,827,364	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Restatements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Expense Suspense		$ (125,656)	$ (115,680)	$ (106,117)	$ 236,807	$ (209,537)	$ (142,380)	$ (185,031)	$ -	$ -	$ -	$ -	$ -
Revenue Suspense		$ 646,191	$ 52,467	$ 1,501,145	$ (2,199,803)	$ 4,839,819	$ 1,602,488	$ 1,436,560	$ -	$ -	$ -	$ -	$ -
Payroll Suspense		$ (43,181)	$ 193,687	$ 90,816	$ 117,042	$ 71,137	$ 99,107	$ 37,191	$ -	$ -	$ -	$ -	$ -
Treasury Reconciling Items													
TOTAL OTHER ACTIVITY		$ 477,353	$ 130,474	$ 1,485,844	$ (1,845,953)	$ 4,701,419	$ 1,559,214	$ 1,288,721	$ -	$ -	$ -	$ -	$ -
ENDING BALANCE SUBTOTAL Prior to Borrowing		$ 12,952,141	$ 9,954,267	$ 9,488,259	$ 8,207,696	$ 11,768,069	$ 19,718,260	$ 25,406,188	$ 22,924,224	$ 20,695,193	$ 25,916,835	$ 26,528,369	$ 19,646,728
BORROWING ACTIVITY	*Beginning Bal*											
TRAN / TTF Principal Amounts		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TRAN / TTF Premium		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TRAN / TTF Issuance Cost & Interest		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TRAN / TTF Repayment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Temporary Loans / Due To	$ 38,161	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (38,161)
Other Liabilities (Excluding TRANs)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL BORROWING ACTIVITY	$ 38,161	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (38,161)
TOTAL BEGINNING BALANCES (Excluding 9110) Prior Year Transactions	$ (561,810)												
ENDING CASH BALANCE	9110	$ 12,990,302	$ 9,992,428	$ 9,526,421	$ 8,245,857	$ 11,806,230	$ 19,756,421	$ 25,444,349	$ 22,962,385	$ 20,733,354	$ 25,954,996	$ 26,566,530	$ 19,646,728

SAN YSIDRO ELEMENTARY

2023-24 CASHFLOW

ACTUALS END BAL TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
JANUARY 2022-23	68379	03300	N. Schuff

District's authorizing signature

CHART		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
	BEGINNING BALANCE:	$ 19,646,728	$ 13,725,291	$ 7,915,211	$ 7,287,791	$ 5,068,758	$ 4,310,555	$ 12,095,024	$ 14,272,634	$ 13,217,229	$ 12,266,112	$ 17,274,740	$ 18,104,654
	LCFF SOURCES												
	LCFF	$ 1,455,901	$ 1,455,901	$ 2,620,623	$ 2,620,623	$ 2,620,623	$ 2,620,623	$ 2,620,623	$ 2,620,623	$ 2,620,623	$ 2,620,623	$ 2,620,623	$ 2,620,623
	Property Taxes	$ 90,051	$ 512,003	$ 79,759	$ 355,058	$ 1,005,996	$ 8,253,802	$ 3,926,216	$ 643,220	$ 643,220	$ 6,617,450	$ 2,958,813	$ 643,220
	EPA	$ -	$ -	$ 201,030	$ -	$ -	$ 201,030	$ -	$ -	$ 201,030	$ -	$ -	$ 201,030
	RDA Residual Balance & CRD	$ -	$ -	$ -	$ -	$ -	$ -	$ 787,701	$ -	$ -	$ -	$ -	$ 787,701
	Charter In Lieu Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Special Education - Prop Tax Transfer	$ -	$ -	$ -	$ -	$ 43,954	$ -	$ -	$ -	$ 43,954	$ -	$ -	$ 87,907
	Other Revenue Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL LCFF SOURCES	$ 1,545,952	$ 1,967,905	$ 2,901,412	$ 2,975,680	$ 3,670,572	$ 11,075,455	$ 7,334,540	$ 3,263,843	$ 3,508,826	$ 9,238,072	$ 5,579,436	$ 4,340,481
	FEDERAL REVENUE												
	Impact Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Special Education	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Federal Pass Through	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Title I - Fed Cash Mgmt System	$ -	$ -	$ 122,519	$ -	$ -	$ 122,519	$ -	$ -	$ 122,519	$ -	$ -	$ 122,519
	Title II - Fed Cash Mgmt System	$ -	$ -	$ 17,651	$ -	$ -	$ 17,651	$ -	$ -	$ 17,651	$ -	$ -	$ 17,651
	Title III - Fed Cash Mgmt System	$ -	$ -	$ 21,872	$ -	$ -	$ 21,872	$ -	$ -	$ 21,872	$ -	$ -	$ 21,872
	Other Federal	$ -	$ 17,120	$ 36,103	$ 26,321	$ 17,653	$ 62,913	$ 48,359	$ 308	$ 12,630	$ 1,997	$ 107,546	$ 139,177
	Other Federal (One-Time Funding)	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
	One-Time Funding ESSER II *(Obligate by 9/30/2023)*	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
	One-Time Funding ESSER III *(Obligate by 9/30/2024)*	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
	One-Time Funding ELO Grant (Obligate by ")	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
	TOTAL FEDERAL REVENUE	$ -	$ 17,120	$ 198,144	$ 26,321	$ 17,653	$ 224,954	$ 48,359	$ 308	$ 174,671	$ 1,997	$ 107,546	$ 301,217
	OTHER STATE REVENUE												
	PA Sp. Ed. (SDUSD, Poway & Infant)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	PA Recomputations CY & PY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Mandate Block	$ -	$ -	$ -	$ -	$ 67,193	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Lottery	$ -	$ -	$ -	$ -	$ -	$ -	$ 113,943	$ -	$ -	$ 113,943	$ -	$ 113,943
	PA Expanded Learning Opportunities Program (TK/K-6)	$ 307,812	$ 307,812	$ 554,062	$ 554,062	$ 554,062	$ 554,062	$ 554,062	$ 554,062	$ 554,062	$ 554,062	$ 554,062	$ 554,062
	PA SpEd Early Intervention Preschool Grant												$ -
	STRS On-Behalf - Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,473,253
	Other State	$ -	$ 3,993	$ 5,666	$ 6,992	$ 21,666	$ (1,836)	$ 18,706	$ 13,022	$ -	$ 26,396	$ -	$ 47,896
	Other State (One-Time Funding)												
	TOTAL OTHER STATE REVENUE	$ 307,812	$ 311,805	$ 559,728	$ 561,054	$ 642,921	$ 552,226	$ 686,711	$ 567,084	$ 554,062	$ 694,401	$ 554,062	$ 2,189,154
	OTHER LOCAL REVENUE												
	PA Special Education - Pass Through	$ 136,268	$ 136,268	$ 245,282	$ 245,282	$ 245,282	$ 245,282	$ 245,282	$ 245,282	$ 245,282	$ 245,282	$ 245,282	$ 245,282
	Other Local	$ (32,189)	$ 18,116	$ 54,472	$ 53,394	$ 45,380	$ 102,099	$ 87,286	$ 130,244	$ 38,143	$ 181,697	$ 51,075	$ 251,559
	TOTAL OTHER LOCAL REVENUE	$ 104,079	$ 154,384	$ 299,754	$ 298,677	$ 290,662	$ 347,382	$ 332,569	$ 375,526	$ 283,425	$ 426,980	$ 296,357	$ 496,842
	OTHER FINANCING SOURCES												
	Transfers In & Other Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL OTHER FINANCING SOURCES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL REVENUE	$ 1,957,843	$ 2,451,214	$ 3,959,038	$ 3,861,731	$ 4,621,808	$ 12,200,016	$ 8,402,179	$ 4,206,761	$ 4,520,985	$ 10,361,450	$ 6,537,401	$ 7,327,694
	SALARIES & BENEFITS												
	Certificated	$ 2,349,442	$ 2,406,705	$ 3,059,571	$ 2,305,334	$ 2,464,986	$ 2,459,429	$ 2,464,965	$ 2,449,460	$ 2,477,633	$ 2,482,424	$ 2,511,820	$ 2,566,152
	Classified	$ 988,161	$ 1,043,998	$ 1,158,240	$ 1,016,325	$ 1,047,576	$ 1,014,195	$ 1,018,215	$ 1,026,530	$ 1,034,331	$ 1,045,524	$ 1,050,976	$ 1,192,353
	Benefits	$ 1,072,847	$ 1,060,603	$ 1,128,455	$ 1,057,505	$ 1,049,694	$ 1,068,069	$ 1,053,618	$ 1,098,920	$ 1,054,141	$ 1,065,645	$ 1,056,930	$ 1,697,206
	STRS On-Behalf - Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000
	Salaries & Benefits (One-Time Funding)												
	TOTAL SALARIES & BENEFITS	$ 4,410,450	$ 4,511,305	$ 5,346,267	$ 4,379,163	$ 4,562,256	$ 4,541,692	$ 4,536,798	$ 4,574,910	$ 4,566,105	$ 4,593,592	$ 4,619,726	$ 8,455,711
	OTHER EXPENDITURES												
	Supplies	$ 64,430	$ 619,690	$ 654,528	$ 607,671	$ 312,162	$ 179,468	$ 307,534	$ 201,482	$ 169,100	$ 190,316	$ 281,615	$ 1,296,109
	Utilities	$ 58,616	$ 168,130	$ 111,384	$ 210,037	$ 73,884	$ 130,891	$ 154,845	$ 38,981	$ 101,473	$ 96,845	$ 130,227	$ 94,036

SAN YSIDRO ELEMENTARY

2023-24 CASHFLOW

ACTUALS END BAL TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
JANUARY 2022-23	68379	03300	N. Schuff

District's authorizing signature

CHART		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
	BEGINNING BALANCE:	$ 19,646,728	$ 13,725,291	$ 7,915,211	$ 7,287,791	$ 5,068,758	$ 4,310,555	$ 12,095,024	$ 14,272,634	$ 13,217,229	$ 12,266,112	$ 17,274,740	$ 18,104,654
	Other Services (Excl. Utilities)	$ 345,723	$ 540,175	$ 663,054	$ 540,561	$ 426,725	$ 410,355	$ 1,114,651	$ 410,861	$ 531,118	$ 465,098	$ 609,577	$ 989,326
	Capital	$ 61	$ 365	$ 216	$ 355,929	$ 2,152	$ 42,054	$ 108,470	$ 16,866	$ 56,122	$ 6,817	$ 55,870	$ 297,879
	Pass Through Revenues	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Transfers Out, Other Uses & Outgo	$ -	$ 21,628	$ 42,589	$ (12,596)	$ 2,833	$ 14,983	$ 2,272	$ 19,066	$ 48,184	$ 154	$ 10,472	$ (11,908)
	Other Expenditures (One-Time Funding)												
	TOTAL OTHER EXPENDITURES	$ 468,831	$ 1,349,989	$ 1,471,771	$ 1,701,601	$ 817,755	$ 777,751	$ 1,687,772	$ 687,256	$ 905,997	$ 750,229	$ 1,087,761	$ 2,665,442
	TOTAL EXPENDITURES	**$ 4,879,280**	**$ 5,861,294**	**$ 6,818,038**	**$ 6,080,764**	**$ 5,380,012**	**$ 5,319,444**	**$ 6,224,569**	**$ 5,262,166**	**$ 5,472,102**	**$ 5,352,822**	**$ 5,707,487**	**$ 11,121,153**

SAN YSIDRO ELEMENTARY

2023-24 CASHFLOW

ACTUALS END BAL TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
JANUARY 2022-23	68379	03300	N. Schuff

District's authorizing signature

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
CHART	BEGINNING BALANCE: $ 19,646,728	$ 13,725,291	$ 7,915,211	$ 7,287,791	$ 5,068,758	$ 4,310,555	$ 12,095,024	$ 14,272,634	$ 13,217,229	$ 12,266,112	$ 17,274,740	$ 18,104,654
ASSETS	*Beginning Bal*											
Other Cash Equivalents	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Receivables	$ (3,735,477)	$ 0	$ -	$ 2,831,580	$ -	$ -	$ 903,897	$ -	$ -	$ -	$ -	$ -
Temporary Loans / Due From	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Deferrals (Excl. Adj. & PY Recomp.)												
TOTAL ASSETS (excluding cash 9110)	$ (3,735,477)	$ 0	$ -	$ 2,831,580	$ -	$ -	$ 903,897	$ -	$ -	$ -	$ -	$ -
CURRENT LIABILITIES	*Beginning Bal*											
Payables	$ 6,000,000	$ (3,000,000)	$ (2,400,000)	$ (600,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Unearned Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Deferrals (Excl. Adj. & PY Recomp.)												
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	$ 13,725,291	$ 7,915,211	$ 7,287,791	$ 5,068,758	$ 4,310,555	$ 12,095,024	$ 14,272,634	$ 13,217,229	$ 12,266,112	$ 17,274,740	$ 18,104,654	$ 14,311,194
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	$ 2,264,523											
ENDING CASH BALANCE	9110 $ 13,725,291	$ 7,915,211	$ 7,287,791	$ 5,068,758	$ 4,310,555	$ 12,095,024	$ 14,272,634	$ 13,217,229	$ 12,266,112	$ 17,274,740	$ 18,104,654	$ 14,311,194

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Pupil Services
Russell Little, Assistant Supt. of
Educational Leadership and Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: PARTICIPATION IN THE COMIENZA CON UN SUENO/IT BEGINS WITH A DREAM CONFERENCE AT UC SAN DIEGO

BACKGROUND INFORMATION:
The Comienza con un Sueño/It Begins with a Dream Conference is part of an early academic outreach program from UC San Diego. Since 2008 this event has sought to increase student and parent knowledge and understanding of college preparation and admission requirements, testing requirements, financial aid/scholarship availability (FAFSA/Cal Grant), post-secondary options (UC, CSU, CCC, etc...), Career options, UC Personal Statement and UC application requirements.

This event includes workshops in English and Spanish and it is open to all students in grades 6th -11th, parents/guardians, and advocates.

A total of 120 students in grades 6th - 8th and their parents/guardians from all of our schools will attend the Comienza con un sueño/It begins with a Dream Conference on Saturday, March 4, 2023 at UC San Diego.

Cost implications include transportation and compensation for teachers and/or chaperones.

RECOMMENDATION:
Approve/Ratify the participation of approximately 120 students and parents from all schools to the Comienza con un sueño/It begins with a Dream Conference at the total cost of $1,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 5: Parent Engagement: 5.4 Improve home--school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events. Including providing access to families with primary language support and modes for access.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,000.00	General Fund
(Amount)	(Name of funding source and/or location)

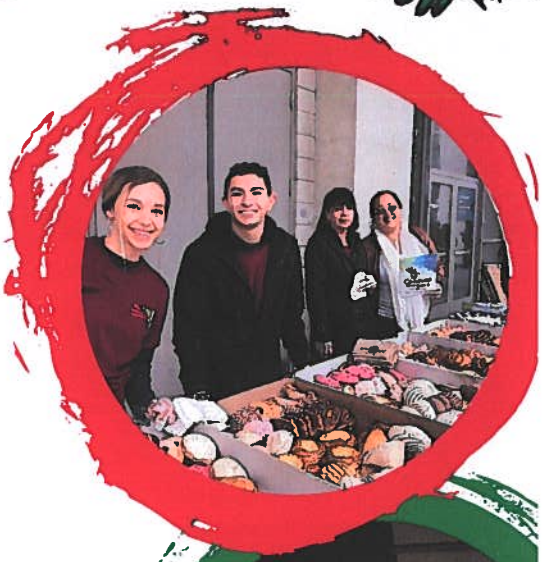
Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

UC San Diego

COMIENZA CON UN SUEÑO

"it begins with a dream..."

Celebrating 15 years!



College Conference, Resource Fair, & Spanish Workshops

SATURDAY MARCH 4, 2023

Registration 8:15 A.M.

End 3:00 P.M.

UC San Diego Price Center

Parents & 6th - 11th grade students invited

Breakfast and lunch provided

eAOP

UC San Diego TRIO

#COMIENZAQUINCEAÑERA

For more information please visit
www.comienza2023.com
or email comienza@ucsd.edu

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: GREATER SAN DIEGO READING ASSOCIATION 41ST ANNUAL CELEBRATION OF LITERACY LEADERS

BACKGROUND INFORMATION:
The Greater San Diego Reading Association (GSDRA) is hosting its 41st Annual Celebration of Literacy Leaders on May 13, 2023 to honor one teacher from each school district in the San Diego County. The teachers being honored are the ones that meet the criteria of excellence in teaching and promoting literacy. Each school in our District will select a site Literacy Teacher and a District Committee will select one teacher to represent San Ysidro.

GSDRA will cover the fees of the District's honoree, and Educational Services will be pay registration fees for up to ten people to accompany the honoree at the Literacy Awards Luncheon. Registration fee is $50.00 per person.

RECOMMENDATION:
Approve the participation of the District honoree and up 10 additional staff members at the Greater San Diego Reading Association 41st Annual Literacy Awards Luncheon at the total cost of $500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
N/A

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$500.00	General Fund
(Amount)	(Name of funding source and/or location)

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

Greater San Diego Reading Association

A chapter of California Reading Association

41st Annual
"Celebration of Literacy Leaders"

Literacy Awards Luncheon

Saturday, May 13, 2023

9:30-10:00 A.M. Registration/ Meet and Greet

Come Celebrate with US this year. We missed 2021and 2022.
10:00 A.M. - 1:00 PM Awards, Luncheon, and more awards

Garden Room, Handlery Hotel and Resort

Information Sheet

Overview: Greater San Diego Reading Association (GSDRA) is a chapter of the California Reading Association and Honoree of the International Literacy Association. GSDRA annually celebrates the endeavors of educators and community members who have made significant contributions in the areas of reading and language arts.

District Honoree

Each district may select one individual who meets the criteria of excellence in teaching and promoting literacy. This individual will be the guest of the association and be presented a framed Award of Excellence at the annual "Celebration of Literacy Leaders."

District Nomination Form

Each district must complete the nomination form for your honoree. We will use this information to make the award and the program. **The district's comments of 100 words or less,** will be read during the presentation. Please ask the recipient for the name they wish to use on their award.

Timeline

Honoree forms should be submitted to the Assistant Superintendent of Instruction or designee for your district. All districts determine their own process for selection of the honoree. Please select your honoree *as early as possible:* **Deadline for completed Nominee Selection preferably before April 3, 2023 or your spring break.**

Completed Honoree information, additional forms or questions should be: Emailed to melmiller@cox.net . A letter of congratulations will be E-mailed to your honoree informing them about the lunch and the registration of all guests.

Event Registration deadline: April 30th, 2023 for priority seating with all members of your group. Tables seat eight maximum.

All award recipients are **guests of the association**. ***Additional guests cost $50.***

Late registration after April 30 /$60.00

District and individuals may register via Eventbrite.

https://eventbrite.com/e/greater-san-diego-reading-association-2023-literacy-celebration-tickets-483354545457

District Purchase Orders (P.O.) must be made payable to Greater San Diego Reading Association (GSDRA) and mailed to Melanie Miller 5127 Calle de Los Potros, Bonita CA 91902 along with the reservation form. Email- melmiller@cox.net
Fax-okay (619)479-4091(I still have one!)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:
In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the March 9, 2023, Board meeting:

- 2023 Saint Mary's College Literacy Conference
- ACSA 2023 Lead with Pride Summit
- ACSA Equity Institute
- ACSA Master Schedule Training
- CABE One-Day Regional
- CSEA Paraeducator Conference
- FRISK Leadership Training
- IEP Implementation Data Collection Webinar
- She Thrives!
- School Climate Conference
- School Psychologist Academy
- Self & Match Introductory Workshop
- SSC May Revision Workshop and School Finance Conference

Cost implications might include Registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

RECOMMENDATION:
Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Actions: 1.15, 1.16 and 1.25 ~ Goal 2: English Language and Academic Language Development – Action: 2.4 ~ Goal 4: Social Emotional Well-being and Mental Health – Action 4.7

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	General, Special Education, Title I PD, Title III, ELO, & Educator Effectiveness Block Grant
$27,340.00	
(Amount)	(Name of funding source and/or location)

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

Professional Development Backup Information – March 9, 2023

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Carolina Hernandez	2023 Saint Mary's College Literacy Conference	Online	April 1, 2023	$500.00 (Registration & Compensation)	General Fund
Russell Little	ACSA 2023 Lead with Pride Summit	San Diego	May 3-5, 2023	$750.00	General Fund
Cynthia Gonzalez, Oscar Madera	ACSA Equity Institute	Napa, CA	March 29 – April 1, 2023	$6,000.00 (Registration, flights, car rental, lodging, meals, parking)	Title I PD Fund
Manuel Bojorquez, Irene Herrera-Cevallos, Matthew Bandy, Mairen Ruiz	ACSA Master Schedule Training	Online	March 31, 2023 April 18, 2023 April 27, 2023	$1,796.00	General Fund
10 Participants-TBD	CABE One-Day Regional	Riverside, CA	May 3, 2023	$6,200.00	Title III & ELO Funds
Brianna Beltran, Ruth Gallegos, Jihan Garcia, Wendy Jimenez, Maria Ramirez Martha Rivas	CSEA Paraeducator Conference	Ontario, CA	April 4-6, 2023	$6,600.00	ELO Fund
Marlo Vasquez	FRISK Leadership Training	Online	March 30, 2023	$139.00	General Fund
Rick Quintana	IEP Implementation Data Collection Webinar	Online	February 16, 2023	$0	N/A
Linda Olea, Irene Herrera-Cevallos, Maria Rodriguez	She Thrives!	San Diego	April 21, 2023	$0	N/A

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Oscar Madera	School Climate Conference	Temecula, CA	April 26-28, 2023	1,300.00	Educator Effectiveness Block Grant
Miguel Aguilera, Diana Jacquez, Jessica Piceno-Rivera	School Psychologist Academy	National City	April 19, 2023	$0	N/A
Christian Bockenhauer	Self & Match Introductory Workshop	Online	March 3, 2023	$55.00	Special Education Fund
Marilyn Adrianzen, Amber Elliott, Daniel Camberos, Margarita Meza, Jennifer Cuestas LCAP/DBAC Members, Other TBD	SSC May Revision Workshop and School Finance Conference	Online	May 19, 2023 Conference - TBD	$4,000.00	General Fund

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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 #8 (February 1, 2023 through February 28, 2023): ▪ General Fund: 0000009585-0000009589, 0000009580-0000009611, 0000009613-0000009671▪ Child Development Fund ▪ 0000009586-0000009587, 0000009612.

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period February 1, 2023 through February 28, 2023. This includes all agreements along with 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 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

$723,646.24
(Amount)

As listed above
(Name of funding source and/or location)

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

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/1/2023	0000009585	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	577.01
2/2/2023	0000009589	0000000194	BEE BEST BEE REMOVAL, INC	CONTRACTED SERVICES	0100	0000000	5600005	069	1,000.00
2/3/2023	0000009590	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	025	1,165.26
2/3/2023	0000009591	0000000945	THE NATIONAL LITERACY INSTITUTE	REGISTRATION FEES	0100	3010003	5200003	061	1,575.00
2/6/2023	0000009592	003192	WALMART	INSTRUCTIONAL MATERIAL	0100	6500000	4300001	054	2,000.00
2/6/2023	0000009593	0000000554	WEATHERPROOFING TECHNOLOGIES, INC.	CONTRACTED SERVICES	0100	9010318	6200001	312	4,502.29
2/6/2023	0000009593	0000000554	WEATHERPROOFING TECHNOLOGIES, INC.	CONTRACTED SERVICES	0100	9010318	6200001	316	144,616.11
2/6/2023	0000009593	0000000554	WEATHERPROOFING TECHNOLOGIES, INC.	CONTRACTED SERVICES	0100	9010318	6200001	318	130,674.46
2/6/2023	0000009593	0000000554	WEATHERPROOFING TECHNOLOGIES, INC.	CONTRACTED SERVICES	0100	9010318	6200001	320	1,847.59
2/6/2023	0000009593	0000000554	WEATHERPROOFING TECHNOLOGIES, INC.	CONTRACTED SERVICES	0100	9010318	6200001	325	3,450.69
2/6/2023	0000009593	0000000554	WEATHERPROOFING TECHNOLOGIES, INC.	CONTRACTED SERVICES	0100	9010318	6200001	380	126,223.49
2/7/2023	0000009594	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	2,154.57
2/7/2023	0000009595	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	9,024.91
2/7/2023	0000009596	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	024	3,669.23
2/7/2023	0000009597	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIAL	0100	6500000	4300003	054	1,226.96
2/7/2023	0000009598	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	27,513.75
2/7/2023	0000009599	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	6500000	4300001	054	315.90
2/7/2023	0000009600	004075	SOUTHPAW ENTERPRISES	INSTRUCTIONAL MATERIAL	0100	3213000	4300001	054	628.23
2/7/2023	0000009601	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	9.69
2/7/2023	0000009601	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	826.14
2/7/2023	0000009602	0000000648	THE ED LADDER	CONTRACTED SERVICES	0100	3010000	5800010	014	5,566.00
2/7/2023	0000009602	0000000648	THE ED LADDER	CONTRACTED SERVICES	0100	4124000	5800010	014	3,480.00
2/7/2023	0000009603	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	071	762.24
2/7/2023	0000009604	0000000493	FACTS EDUCATION SOLUTIONS LLC	CONTRACTED SERVICES	0100	4035000	5800010	014	9,387.00
2/7/2023	0000009605	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	022	322.58
2/8/2023	0000009606	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	1,373.82
2/8/2023	0000009607	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	0100	8150000	5600005	070	2,110.03
2/8/2023	0000009608	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	1,892.35
2/8/2023	0000009609	0000000048	RAPHAELS PARTY RENTALS INC.	CONTRACTED SERVICES	0100	0000002	5600000	050	15,070.42
2/8/2023	0000009610	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	2600000	4300001	061	335.31
2/8/2023	0000009611	001725	SPINITAR/PRESENTATION PRODUCTS	OFFICE MATERIALS	0100	0000000	4300001	020	905.04
2/8/2023	0000009613	004420	UNITED PLUMBING HEATING AIR	CONTRACTED SERVICES	0100	8150000	5600005	070	11,980.00
2/8/2023	0000009614	0000000738	SMARTSIGN	TECHNOLOGY SUPPLIES	0100	3213000	4400000	067	3,555.75
2/8/2023	0000009615	0000000420	INDIAN HILLS CAMP	ADMISSION FEES	0100	3010000	5800017	024	2,584.00
2/9/2023	0000009616	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	81.78
2/9/2023	0000009617	0000000779	TRAFERA, LLC	INSTRUCTIONAL MATERIAL	0100	0000000	4300000	010	26,869.66
2/10/2023	0000009618	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	325.94
2/10/2023	0000009618	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	85.66

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/10/2023	0000009619	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	329.49
2/10/2023	0000009620	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	204.22
2/10/2023	0000009621	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL SERVICES	0100	0000000	5800002	063	2,198.79
2/13/2023	0000009622	004797	KOMPAN, INC.	MAINTENANCE SUPPLIES	0100	8150000	5600005	070	2,803.64
2/13/2023	0000009623	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300000	012	149.69
2/13/2023	0000009624	0000000953	CULTURA	OFFICE MATERIALS	0100	0000000	4300011	025	1,883.47
2/13/2023	0000009625	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	4124000	5800006	014	2,250.00
2/13/2023	0000009626	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	253.95
2/13/2023	0000009627	000146	LAKESHORE	INSTRUCTIONAL MATERIAL	0100	0000004	4400000	061	1,123.94
2/14/2023	0000009628	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	895.88
2/15/2023	0000009629	0000000827	C&C GLASS	CONTRACTED SERVICES	0100	8150000	5600005	070	2,386.00
2/15/2023	0000009630	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	512.84
2/15/2023	0000009631	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300011	070	644.12
2/15/2023	0000009632	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	016	263.86
2/15/2023	0000009633	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	1,346.00
2/15/2023	0000009634	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300000	025	893.41
2/15/2023	0000009635	0000000356	PROTECT CONNECT EDUCATE SOLUTIONS	REGISTRATION FEES	0100	6266000	5200003	061	18,666.00
2/16/2023	0000009636	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	444.03
2/21/2023	0000009637	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	016	640.67
2/21/2023	0000009638	0000000772	ACADEMIC SUPPLIER	OFFICE MATERIALS	0100	0000000	4300001	016	1,172.39
2/21/2023	0000009639	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	1,799.44
2/21/2023	0000009640	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	016	484.85
2/21/2023	0000009641	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	5,217.08
2/22/2023	0000009642	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	457.54
2/22/2023	0000009643	0000000948	CALIFORNIANS TOGETHER	REGISTRATION FEES	0100	3010003	5200003	061	175.00
2/22/2023	0000009644	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIAL	0100	6500000	4300003	054	859.81
2/22/2023	0000009645	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	1,182.08
2/22/2023	0000009646	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	020	6,463.71
2/23/2023	0000009647	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	248.14
2/23/2023	0000009648	000809	OFFICE DEPOT	MEDICAL SUPPLIES	0100	3213000	4300000	010	538.75
2/23/2023	0000009649	004601	SIR SPEEDY PRINTING 02890	OFFICE MATERIALS	0100	0300020	4300000	020	160.55
2/23/2023	0000009650	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	418.12
2/23/2023	0000009651	0000000949	GEORGIA CENTER FOR CONTINUING EDUCATION	REGISTRATION FEES	0100	0000000	5200003	064	799.00
2/23/2023	0000009652	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	2600000	5800018	061	21,600.00
2/23/2023	0000009653	0000000950	MAXI AIDS	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	65.93
2/23/2023	0000009654	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL EQUIPMENT	0100	6500200	4400000	054	3,749.46
2/23/2023	0000009655	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	0300212	4300000	012	1,152.57
2/23/2023	0000009656	000146	LAKESHORE	INSTRUCTIONAL MATERIAL	0100	0000004	4400000	061	848.59

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/23/2023	0000009657	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300011	070	315.63
2/23/2023	0000009657	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300014	068	34.47
2/23/2023	0000009658	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	0000000	5200003	071	2,950.00
2/24/2023	0000009659	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	5600005	070	5,726.00
2/24/2023	0000009660	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	3,950.98
2/24/2023	0000009661	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	3,900.00
2/24/2023	0000009662	0000000846	SAN DIEGO GOLF CARTS, LLC	CONTRACTED SERVICES	0100	1100000	6400000	010	14,586.75
2/24/2023	0000009663	004045	EDUPOINT EDUCATIONAL SYSTEMS	PROFESSIONAL SERVICES	0100	0000000	5800006	067	28,150.10
2/24/2023	0000009664	001278	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	10,979.89
2/27/2023	0000009665	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	643.23
2/27/2023	0000009666	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	7,288.75
2/27/2023	0000009667	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	2600000	5800010	061	350.00
2/27/2023	0000009668	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	129.09
2/27/2023	0000009669	001685	COMPLIANCE POSTER COMPANY	OFFICE MATERIALS	0100	0000000	4300011	062	762.47
2/27/2023	0000009670	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	857.76
2/27/2023	0000009671	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	253.63
							Total for 0100		**715,850.62**
2/2/2023	0000009586	0000000797	LEARNING GENIE INC.	CONTRACTED SERVICES	1200	5059000	5800010	076	7,315.00
2/2/2023	0000009587	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	102.26
2/8/2023	0000009612	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	378.36
							Total for 1200		**7,795.62**
							Grand Total		**723,646.24**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 9, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:
The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of February 1, 2023 through February 28, 2023 with checks #14-980284 through #14-988800 for a total expenditure of $1,014,590.13 from the following sources:

General Fund - $863,324.85
Child Nutrition Services- $102,593.16
Child Development Fund- $11,451.84
Building Fund Prop39-Measures U- $37,220.28

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of February 1, 2023 through February 28, 2023 for a total expenditure of $1,014,590.13. This includes all agreements along with 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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,014,590.13	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Expenditure Report
2/1/23-2/28/23

1	Payee	Date	Warrant Amount	Fund	Description
14980284	P.I.P.S.	2/2/2023	71426.33	0100	PROFESSIONAL SERVICES
14980285	MRC SMART TECHNOLOGY SOLUTIONS	2/2/2023	9560.69	0100	MAINTENANCE AGREEMENT
14980286	PROJECT LEAD THE WAY INC	2/2/2023	950.00	0100	CONTRACTED SERVICES
14980287	T-MOBILE	2/2/2023	3298.75	0100	CONTRACTED SERVICES
14980288	REPUBLIC SERVICES	2/2/2023	19741.04	0100	UTILITIES
14980289	ATKINSON, ANDELSON, LOYA, RUUD	2/2/2023	2550.19	0100	LEGAL FEES
14980290	AT&T	2/2/2023	7087.57	0100	UTILITIES
14980291	AMAZON CAPITAL SERVICES	2/2/2023	1699.62	0100	INSTRUCTIONAL SUPPLIES
14980292	CALIFORNIA FINANCIAL SERVICES	2/2/2023	10000.00	0100	PROFESSIONAL SERVICES
14981629	RICK QUINTANA	2/6/2023	43.11	0100	REIMBURSEMENT
14981630	DENISE VILLEZCAS	2/6/2023	44.20	0100	REIMBURSEMENT
14981631	OSCAR MADERA	2/6/2023	397.22	0100	REIMBURSEMENT
14981632	AMBER ELLIOTT	2/6/2023	46.37	0100	MILEAGE
14981633	IXL LEARNING INC.	2/6/2023	3363.00	0100	INSTRUCTIONAL MATERIAL
14981635	ACADEMIC SUPPLIER	2/6/2023	1412.87	0100	OFFICE SUPPLIES
14981638	DIXIELINE LUMBER CO	2/6/2023	262.14	0100	MAINTENANCE SUPPLIES
14981639	CITY TREASURER	2/6/2023	14178.93	0100	UTILITIES
14981640	GRAINGER	2/6/2023	834.96	0100	MAINTENANCE SUPPLIES
14981641	CAROLINA HERNANDEZ	2/6/2023	14.00	0100	MILEAGE
14981642	SAN DIEGO COUNTY VECTOR	2/6/2023	117.18	0100	PROFESSIONAL SERVICES
14981643	TEAMTALK NETWORK	2/6/2023	397.80	0100	CONTRACTED SERVICES
14981644	OPTIMUM FLOORCARE	2/6/2023	1439.84	0100	GROUND SUPPLIES
14981645	GALLAGHER BENEFIT SERVICES, INC	2/6/2023	441.15	0100	PROFESSIONAL SERVICES
14981646	SPARKLETTS	2/6/2023	273.49	0100	CONTRACTED SERVICES
14982849	XEROX FINANCIAL SERVICES	2/9/2023	9274.25	0100	MAINTENANCE AGREEMENT
14982850	PROJECT LEAD THE WAY INC	2/9/2023	7311.92	0100	INSTRUCTIONAL MATERIAL
14982851	SAN DIEGO STAGE & LIGHTING SUPPLY	2/9/2023	2260.90	0100	CONTRACTED SERVICES
14982852	PURCHASE POWER	2/9/2023	3975.33	0100	POSTAGE METER REPLENISH
14982853	AARDVARK ANT & PEST CONTROL INC.	2/9/2023	2217.00	0100	CONTRACTED SERVICES
14982854	PARKHOUSE TIRE INC	2/9/2023	4936.44	0100	CONTRACTED SERVICES
14982855	ACADEMIC SUPPLIER	2/9/2023	604.18	0100	OFFICE SUPPLIES
14982856	C&C GLASS	2/9/2023	1029.00	0100	CONTRACTED SERVICES
14982857	EDTHEORY LLC	2/9/2023	13200.00	0100	PROFESSIONAL SERVICES

1	Payee	Date	Warrant Amount	Fund	Description
14982858	THERAPYTRAVELERS	2/9/2023	6370.00	0100	PROFESSIONAL SERVICES
14982859	EASTLAKE LIVING PARTY RENTALS	2/9/2023	992.00	0100	CONTRACTED SERVICES
14982860	GIGAKOM	2/9/2023	11335.78	0100	CONTRACTED SERVICES
14982861	WAXIE SANITARY SUPPLY	2/9/2023	35591.46	1200	CUSTODIAL SUPPLIES
14982862	SAM & ROSE STEIN EDUCATION	2/9/2023	2720.03	0100	PROFESSIONAL SERVICES
14982863	LAKESHORE	2/9/2023	2500.00	0100	CONTRACTED SERVICES
14982864	PARADIGM HEALTHCARE SERVICES	2/9/2023	6625.00	0100	PROFESSIONAL SERVICES
14982865	OFFICE DEPOT	2/9/2023	4892.53	0100	OFFICE SUPPLIES
14982866	HOME DEPOT	2/9/2023	4207.89	0100	CUSTODIAL SUPPLIES
14982867	CALIFORNIA ELECTRIC SUPPLY	2/9/2023	1427.83	0100	MAINTENANCE SUPPLIES
14982868	SOUTHWEST SCHOOL & OFFICE	2/9/2023	1224.75	0100	INSTRUCTIONAL SUPPLIES
14982869	CARRIE A. KOURI	2/9/2023	7206.74	0100	INSTRUCTIONAL EQUIPMENT
14982870	GALLAGHER BENEFIT SERVICES, INC	2/9/2023	442.00	0100	PROFESSIONAL SERVICES
14982871	XEROX CORPORATION	2/9/2023	6206.09	0100	MAINTENANCE AGREEMENT
14984167	VALLEY INDUSTRIAL SPECIALTIES	2/13/2023	1064.68	0100	MAINTENANCE SUPPLIES
14984168	BEST BEST & KRIEGER LLP	2/13/2023	20415.20	0100	LEGAL FEES
14984169	SOUTH BAY COMMUNITY SERVICES	2/13/2023	40436.00	0100	PROFESSIONAL SERVICES
14985484	CORODATA RECORDS MANAGEMENT, INC.	2/16/2023	167.89	0100	CONTRACTED SERVICES
14985485	BMR HEALTH SERVICES, INC	2/16/2023	20992.00	0100	PROFESSIONAL SERVICES
14985486	FIREWATCH	2/16/2023	3120.00	0100	CONTRACTED SERVICES
14985487	MARTA RODRIGUEZ DE TORRES	2/16/2023	52.40	0100	MILEAGE
14985488	KEENAN & ASSOCIATES	2/16/2023	2467.84	0100	PROFESSIONAL SERVICES
14985489	MARK KIRCHER	2/16/2023	10.28	0100	MILEAGE
14985490	CENTER FOR THE COLLABORATIVE	2/16/2023	11430.31	0100	INSTRUCTIONAL MATERIAL
14985491	U.S. BANK	2/16/2023	2750.00	0100	CONTRACTED SERVICES
14985492	HORIZON DISTRIBUTORS	2/16/2023	1396.43	0100	GROUND SUPPLIES
14985493	EFRAIN IVAN MANRIQUEZ	2/16/2023	87.38	0100	MILEAGE
14985494	AMBER ELLIOTT	2/16/2023	69.56	0100	MILEAGE
14985495	THE ED LADDER	2/16/2023	102.50	0100	CONTRACTED SERVICES
14985496	MOBYMAX LLC	2/16/2023	233.70	0100	CONTRACTED SERVICES
14985497	NADIA BRAUN	2/16/2023	1680.00	0100	PROFESSIONAL SERVICES
14985498	MARIANNA ROCHIN	2/16/2023	27.64	0100	MILEAGE
14985499	LAURA KELLEY	2/16/2023	19.16	0100	REIMBURSEMENT

1	Payee	Date	Warrant Amount	Fund	Description
14985500	C&C GLASS	2/16/2023	3182.00	0100	MAINTENANCE SUPPLIES
14985501	TANYA KELLER	2/16/2023	2175.00	0100	PROFESSIONAL SERVICES
14985502	EMILY N STEWART CONSULTING	2/16/2023	9750.00	0100	CONTRACTED SERVICES
14985503	SOS SURVIVAL PRODUCTS, INC	2/16/2023	26410.13	0100	MATERIALS & SUPPLIES
14985504	CLARY BUSINESS MACHINES	2/16/2023	3382.50	0100	PUBLICATIONS EQUIPMENT
14985505	SAM & ROSE STEIN EDUCATION	2/16/2023	13715.38	0100	PROFESSIONAL SERVICES
14985507	COURTNEY TIRE SERVICE	2/16/2023	2177.28	0100	CONTRACTED SERVICES
14985508	DUNN-EDWARDS CORP.	2/16/2023	557.85	0100	MAINTENANCE SUPPLIES
14985509	HAWTHORNE MACHINERY	2/16/2023	5119.83	0100	CONTRACTED SERVICES
14985510	CAROLINA HERNANDEZ	2/16/2023	17.94	0100	MILEAGE
14985511	GOPHER SPORT	2/16/2023	655.84	0100	INSTRUCTIONAL SUPPLIES
14985513	ASELTINE SCHOOL	2/16/2023	2643.74	0100	PROFESSIONAL SERVICES
14985514	CPI	2/16/2023	4249.00	0100	INSTRUCTIONAL MATERIAL
14985515	PRINT TO MAIL DOCUMENT SYSTEM	2/16/2023	298.98	0100	INSTRUCTIONAL SUPPLIES
14985516	SAN YSIDRO SCHOOL DISTRICT	2/16/2023	17012.81	0100	PCARD REPLENISH
14985517	VERONICA MEDINA	2/16/2023	57.97	0100	REIMBURSEMENT
14985518	AMAZON CAPITAL SERVICES	2/16/2023	15826.87	0100	INSTRUCTIONAL SUPPLIES
14985520	ABA EDUCATION FOUNDATION	2/16/2023	320.00	0100	PROFESSIONAL SERVICES
14986869	VECTOR USA	2/21/2023	8097.24	0100	PROFESSIONAL SERVICES
14986870	PANERA BREAD COMPANY	2/21/2023	1052.74	0100	REFRESHMENTS
14986871	ACCO ENGINEERED SYSTEMS, INC.	2/21/2023	1695.00	0100	CONTRACTED SERVICES
14986872	CAL PACIFIC TRUCK CENTER ,LLC	2/21/2023	2297.62	0100	CONTRACTED SERVICES
14986873	PACIFIC PURE WATER SYSTEMS LLC	2/21/2023	64.65	0100	PROFESSIONAL SERVICES
14986874	KAEDEN PUBLISHING	2/21/2023	442.85	0100	INSTRUCTIONAL SUPPLIES
14986875	ENABLING DEVICES	2/21/2023	103.90	0100	INSTRUCTIONAL MATERIAL
14986876	BEAR COMMUNICATIONS, INC.	2/21/2023	3153.85	0100	OFFICE MATERIAL
14986877	HAWTHORNE MACHINERY	2/21/2023	4285.82	0100	CONTRACTED SERVICES
14986878	NEXT DAY PRINTED TEES	2/21/2023	1027.42	0100	OFFICE MATERIALS
14986879	SCHOOL SERVICES OF CALIFORNIA	2/21/2023	275.00	0100	REGISTRATION FEES
14986880	REFRIGERATION SUPPLIES	2/21/2023	1767.26	0100	CONTRACTED SERVICES
14986881	SAFEWAY INC. -VONS DIVISION	2/21/2023	190.79	0100	REFRESHMENTS
14986882	OFFICE DEPOT	2/21/2023	16.27	0100	OFFICE SUPPLIES
14986883	CALIFORNIA DEPT. OF JUSTICE	2/21/2023	686.00	0100	CONTRACTED SERVICES

1	Payee	Date	Warrant Amount	Fund	Description
14986884	ATKINSON, ANDELSON, LOYA, RUUD	2/21/2023	2198.79	0100	LEGAL SERVICES
14986885	WILLIAM V. MAC GILL & CO.	2/21/2023	736.44	0100	MEDICAL SUPPLIES
14986886	WILLY'S ELECTRONIC SUPPLY CO.	2/21/2023	78.28	0100	MAINTENANCE SUPPLIES
14986887	NAPA AUTO PARTS	2/21/2023	113.51	0100	MECHANIC SUPPLIES
14986888	YMCA OF SAN DIEGO COUNTY	2/21/2023	119772.34	0100	PROFESSIONAL SERVICES
14986889	SMART & FINAL	2/21/2023	649.42	0100	REFRESHMENT
14986890	AT&T	2/21/2023	7150.99	0100	UTILITIES
14986892	SOUTHWEST SCHOOL & OFFICE	2/21/2023	1021.05	0100	INSTRUCTIONAL SUPPLIES
14986893	ACE COOLING & FREEZING	2/21/2023	2110.03	0100	CONTRACTED SERVICES
14986894	SIR SPEEDY PRINTING 02890	2/21/2023	538.75	0100	OFFICE SUPPLIES
14986895	FLYERS ENERGY	2/21/2023	3801.65	0100	CONTRACTED SERVICES
14986896	TEACHER SYNERGY LLC	2/21/2023	90.47	0100	INSTRUCTIONAL MATERIAL
14987832	DENISE VILLEZCAS	2/23/2023	149.34	0100	CAFETERIA FOOD
14987833	MAXIM HEALTHCARE SERVICES, INC	2/23/2023	55395.00	0100	PROFESSIONAL SERVICES
14987835	THE STEPPING STONE GROUP	2/23/2023	14297.37	0100	PROFESSIONAL SERVICES
14987836	EDTHEORY LLC	2/23/2023	20418.00	0100	PROFESSIONAL SERVICES
14987838	THE NATIONAL LITERACY INSTITUTE	2/23/2023	1575.00	0100	REGISTRATION FEES
14987839	CALIFORNIANS TOGETHER	2/23/2023	175.00	0100	REGISTRATION FEES
14987840	SAN DIEGO GAS & ELECTRIC	2/23/2023	107246.32	0100	UTILITIES
14987845	VERONICA MEDINA	2/23/2023	148.03	0100	REIMBURSEMENT
14988799	TECHNICALLY MAGGIE CONSULTING LLC	2/27/2023	295.00	0100	INSTRUCTIONAL MATERIAL
Total Fund 01			**$ 863,324.85**		
14982861	WAXIE SANITARY SUPPLY	2/9/2023	4556.47	1200	CUSTODIAL SUPPLIES
14985506	LAKESHORE	2/16/2023	3313.13	1200	INSTRUCTIONAL SUPPLIES
14987843	SAN DIEGO COUNTY SUPERINDENT	2/23/2023	3480.00	1200	REGISTRATION FEES
14988800	LAKESHORE	2/27/2023	102.24	1200	INSTRUCTIONAL SUPPLIES
Total Fund 12			**$ 11,451.84**		
14985512	LLOYD PEST CONTROL CO.	2/16/2023	252.00	1300	CONTRACTED SERVICES
14987831	GOLD STAR FOODS	2/23/2023	56397.01	1300	CAFETERIA FOOD
14987834	SYSCO SAN DIEGO INC.	2/23/2023	3317.41	1300	CAFETERIA FOODS
14987837	LUNCHASSIST, INC.	2/23/2023	2945.00	1300	CONTRACTED SERVICES
14987841	HOLLANDIA DAIRY INC.	2/23/2023	26976.76	1300	CAFETERIA FOOD
14987842	P&R PAPER SUPPLY COMPANY, INC.	2/23/2023	7926.24	1300	CAFETERIA PAPER GOODS

Expenditure Report
2/1/23-2/28/23

1	Payee	Date	Warrant Amount	Fund	Description
14987844	WALMART	2/23/2023	116.93	1300	CAFETERIA SUPPLIES
14987846	AMERICAN PRODUCE DISTRIBUTORS	2/23/2023	4661.81	1300	CAFETERIA FOOD
Total Fund 13			**$ 102,593.16**		
14981634	TOM SILVA CONSULTING	2/6/2023	5118.75	2133	PROFESSIONAL SERVICES
14981636	METEOR EDUCATION LLC	2/6/2023	13373.56	2133	INSTRUCTIONAL EQUIPMENT
14981637	PRESTIGE WINDOW SOLUTIONS	2/6/2023	18727.97	2133	CONTRACTED SERVICES
Total Fund 2133			**$ 37,220.28**		
Grand total			$ 1,014,590.13		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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. 22/23-0006, 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 2022-23 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 departments of the district 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 2022-2023 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

March 9, 2023

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	6Crickets Inc.	to provide the Expanded Learning Management Platform to support the District's expanded learning program operations. (Spring Qtr. 2023)	$6,750.00	ELO-P Fund	Gonzalez
2	San Diego Fire-Rescue Department	To provide the Automatic External Defribrillator (AED) and Public Access Defibrillation (PAD) Program. (2023-2025)	$2,000.00	General	Little/Gilchrest
3	All for KIDZ, Inc.	To provide the NED's Mindset Mission Presentation to Willow students. (2022-23)	N/A	N/A	Gonzalez/Rodriguez
4	Bonita Speech Services	To provide speech services to students with special needs. (2022-23)	TBD	Special Education	Gonzalez/Madera
5	Circulate San Diego	To provide pedestrial and bicycle safety-oriented programming and activities for students. (2023)	N/A	N/A	Little
6	Frontline Absence and Management System	Annual subscription for the Frontline Absence and Substitute Management Services. (2023-24)	N/A	N/A	Olea
7	In Lieu of Transportation	Agreement with parents of students with special needs to transport their student to/from school. Authorize District staff to enter into In Lieu of Transportation Agreements should additional needs arise. (2022-23)	$1,000.00	Transportation Fund	Gonzalez/Madera
8	Indian Hills Christian Camp	Ratify the field trip to Indian Hills on February 15, 2023 for 4th grade students from Ocean View Hills School. (2022-23)	$2,326.00	Title I	Gonzalez/Meza
9	J&G Sons, Inc. dba Taquizas Los Chuchys	To provide catering services for school-related events on an "as needed" basis and optional. (2023-2024)	TBD	Various Donations Accounts	Adrianzen/Dr. Iniguez
10	NextGenMath.com Platform	Subscription for free pilot of the NextGenMath.com platform. (2022-23)	N/A	N/A	Gonzalez
11	San Diego Natural History Museum	To provide an education experience on the Fossil Tales of San Diego to Willow School student.	N/A	N/A	Gonzalez/Rodriguez
12	San Diego Zoo Wildlife Alliance	To provide an educational experience performance "Wild at Heart" to students of Willow School on April 13, 2023. (2022-23)	N/A	N/A	Gonzalez/Rodriguez
13	School Innovations & Advocacy, Inc.	For the preparation of the School Accountability Report Cards (SARC). (2023-24)	$8,300.00	General	Gonzalez

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: SERVICE AGREEMENT WITH 6CRICKETS INC. FOR THE EXPANDED LEARNING MANAGEMENT PLATFORM

BACKGROUND INFORMATION:
The mission of 6crickets is to bring the best enrichment to every child. They use technologies to simplify the logistics of enrichment and expanded learning management with an ecosystem solution, so districts and schools can more easily host enrichment classes and extended care on school campuses where the students already are, community partners and enrichment providers can focus on teaching, and families can easily search, schedule and register activities with just one login, one form and know that their children are safe and being enriched in the out-of-school time.

Educational Services needs to enter into a service agreement with 6crikets Inc. for the implementation of the Expanded Learning Management Platform to support the expanded learning program operations.

Cost implications for the Spring quarter 2023 include:
($3,500.00 for each school + $2,500.00 for one provider)/4 = $6,750.00

RECOMMENDATION:
Approve the service agreement with 6crickets Inc. for the Expanded Learning Management Platform to support the District's expanded learning program operations at the cost of $6,750.00 from the ELO-P fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement: 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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$6,750.00	ELO-P Fund
(Amount)	(Name of funding source and/or location)

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

6crickets Inc.
Bellevue, WA 98005
support@6crickets.com

6crickets and San Ysidro Elementary School District Expanded Learning Tool Service Agreement

6crickets has a singular mission, which is to bring the best expanded learning to every student through the best technologies for districts, schools, providers, instructors, and families.

San Ysidro Elementary School District ("**Client**") partners with **6crickets Inc.** ("**6crickets**") and adopts the 6crickets Expanded Learning Management Platform to support expanded learning program operations at Client. To this end, Client and 6crickets enter into the following agreement.

What 6crickets shall provide

1. Modern, user-friendly one-stop registration portals for families:
    a. A district program portal allows a family user to select a school and navigate to their students' school portal. For intersessional breaks, "See all programs" can be turned on to allow families to see all programs across all sites.
    b. A school program portal for each of your schools allows their families together with their students to browse programs (including enrichment programs, extended care, field trips, etc.), read reviews, register for the programs that interest their students, and achieve choice-driven learning. After the registration, instructors, providers, schools and the district central office receive real-time roster information about the students automatically on their respective dashboard.
    c. Families only need to fill out a single registration form with common questions for families across all program offerings and for all their children once for all.
    d. Customizable registration forms let you ask additional questions for families during registration.
    e. All emergency and pick-up contacts are tracked in the registration form.
    f. Support wait-lists and invite wait-listed students to register.
    g. Include waivers and cancellation policies for your programs.
    h. Register link or button for your district or school website.
    i. Specific registration links for each individual session and/or program.

2. An online dashboard for each stakeholder:
    a. District Dashboard for the district central office to manage schools, providers, and rosters across school campuses
    b. School Dashboard for each school's principals, site coordinators, and front office personnel to manage providers at the school and access real-time rosters and attendance data across all activities at the school.
    c. Provider Dashboard for each activity provider to list programs along with images and videos, manage seasons, assign sessions to different campuses, manage

instructors, access real-time rosters and attendance across campuses, and generate custom rosters.
    d. Instructor Dashboard for each instructor to access the real-time roster, take attendance, and sign out students digitally.

3. Access control:
    a. Each dashboard allows multiple authorized users for management .
    b. Each dashboard allows read-only access to rosters to certain users.

4. Comprehensive roster support at all dashboards:
    a. Authorized users can add bulk or individual students as needed on behalf of the parents.
    b. Printable rosters in various formats.
    c. Can email PDF rosters.
    d. All rosters can be downloaded as a CSV file as spreadsheets.
    e. Digital attendance and printable attendance.
    f. From-to-rosters to show which students are going from which home classroom to which after-school classroom.
    g. Easy session registration link sharing with families or partners.
    h. Ask guardians to provide reviews for the registered sessions to organically maintain program quality.
    i. Student or guardian browsing: you can search for a student and the sessions for which they are registered.

5. Communications:
    a. Instant registration confirmation email once families have completed registrations.
    b. Reminder emails for both providers, instructors, and families for upcoming classes.
    c. Email templates for quick communication with families.
    d. Text messaging for emergencies.
    e. Printable flyers of course offerings.

6. Reporting:
    a. Enrollment reports at a glance on the number of registrations for a date range, since yesterday, compared with last year.
    b. Custom rosters: You can produce custom reports of any format (a subset of fields) for any sessions.
    c. Revenue report: We provide a high fidelity cash flow report for all your payment transactions for both payments and refunds.
    d. Attendance report at each session.
    e. Additional reports needed can be provided upon request.

7. Payments if applicable:
    a. A single payment process: 6crickets will automatically pay your providers, your school or district if you charge a fee to receive revenue, and collect a 6crickets' convenience fee on top of the provider price.

b. Fundraising opportunities for your school: through an optional school fee and/or requests for donations (as determined by you).
c. Delay payments as needed to minimize credit card fees in case of cancellations due to low enrollment.
d. Streamlined scholarship support: guardians enter student ID and then fees are automatically waived or reduced based on your configuration.

8. Family reviews are automatically collected as organic data to evaluate program qualities.

9. Tech support: 6crickets Support Team provides prompt support and troubleshooting to every 6crickets user including the district or school staff, providers, instructors, and families through live online chat, email, or on-demand video calls or phone calls.

10. We provide rigorous data privacy protection for all of the data that enter into the 6crickets system. Providers can only receive registration information from families for their registered students and not from any other parents or students. Instructors can only access the classes that they teach and nothing else. Schools can only access their own school's data on their School Dashboard, but not other schools' data. For more details, please see our privacy statement at https://www.6crickets.com/privacy.

What Client shall provide

1. Identify a primary contact for the entire management enrichment process and setting up the school or district portal.
2. Identify, evaluate, and vet a set of well-qualified vendors.
3. Communicate with your school to help ensure vendor programs are appropriately scheduled throughout the week and avoid double-booking rooms or overlapping with school class schedules.
4. Communicate with your vendors on class schedules, listing process, and listing correctness and quality.
5. Train providers, their instructors, and parent volunteers (if relevant) on safety procedures and quality expectations.
6. Day-to-day monitoring and emergency handling (such as missing students, late instructors, late parents, etc.)

Pricing

Annual license fee per school portal: $3,500

Annual license fee per provider dashboard (including unlimited number of instructor dashboards for the provider): $2,500

Spring Quarter 2023 License Fee for Client:

- ($3,500 x 7 schools + $2,500 x 1 provider)/4 = **$6,750**

Termination

Either Client or 6crickets can terminate this contract for the next school year with a written notice at least *three* months before the next school year starts. Both parties are required to complete

the enrichment service for the students at Client with the highest quality in the current school year under the contract.

Privacy

6crickets takes privacy seriously. We do not share, sell or otherwise provide your district, school, parent or student information to any person, company or service outside the expanded learning operations. Enrollment information is only visible to the provider receiving the enrollment. Families can share their schedule explicitly with one another; only when they do so, can they get the social cue from each other on whether their children are attending a certain class. Our privacy policy is shown to every or guardian during the check-out process. For more details, please see 6crickets.com/privacy.

Thank you for choosing 6crickets!

(Signature sheet on the next page)

2/10/2023

Helen J. Wang, Ph.D. (Signature) Date
CEO & Founder
6crickets Inc
Bellevue, WA

Acknowledged by (Signature) Date
<Name, Title>
San Ysidro Elementary School District
San Ysidro, CA

About 6crickets:
6crickets, the nation's leading expanded learning management platform, empowers schools, districts, and organizations with the tools and turn-key solutions to bring the best enrichment to every student in every school. 6crickets is awarded by the National Science Foundation to develop modern technologies for out-of-school time. For more information, please visit https://www.6crickets.com.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Pupil Services
Russell Little, Asst. Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO FIRE-RESCUE DEPARTMENT FOR AED/PAD PROGRAM SERVICE

BACKGROUND INFORMATION:
The District was given 13 Automated External Defibrillators (AEDs) as part of Operation Heartbeat, a project to put AEDs in every school in the South Bay. The program includes the oversight of a physician and trained EMS personnel by California law as listed in the attached service agreement. The District's School Nurse is a certified American Heart Association BLS Instructor and can provide required and recommended staff training in First Aid/CPR (adult/child/infant) Airway obstruction/AED.

The District would like to renew the agreement with the San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program and the San Diego Project Heart Beat beginning April 17, 2023 and extending to April 16, 2025. There are 13 units to be serviced under this agreement.

RECOMMENDATION:
Approve the 2-year agreement with San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program at an estimated annual cost of $2,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ESTIMATED ANNUAL $2,000.00 (Amount)	General Fund (Name of funding source and/or location)	

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

SAN DIEGO FIRE-RESCUE DEPARTMENT
AED/PAD PROGRAM
SERVICE LEVEL AGREEMENT

An agreement between City of San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat, and **San Ysidro School District, 4350 Otay Mesa Rd, San Ysidro, CA 92173** ("Program Participant"), for the period beginning **April 17, 2023 through April 16, 2025 (2yr).**

This agreement will provide program management for **13** AED unit(s) on site.

The purpose and objective of this agreement is to acknowledge that SDFD PAD Program staff will provide PAD Program Management, Incident Management and Critical Incident Stress Diffusing ("Service Activities") subject to the terms and conditions listed below.

A. Service Activities.

SDFD PAD Program staff will provide the following Service Activities during the duration of this Agreement:

1. **PAD Program Management.** Services include: a) 24-hour AED Emergency Contact Service with a designated SDFD PAD Program staff member; b) electronic record keeping services to assure quality program management; c) in-service training on hands-only CPR and use of the AED (as can be scheduled with staff); d) Physician Medical Oversight; and e) the arrangement of this Service Level Agreement (SLA) and development of your AED maintenance account.

    a. Cost of PAD Program Management: Initial annual cost of $75.00 with applied grant assistance for the first AED and $25.00 for each additional AED, up to ten units. Subsequent annual reinstatement costs are $50.00 for the first AED and $25.00 for each additional AED, up to ten units. After ten AEDs, the price for PAD Program Management is $10.00 per each additional AED unit.

    Incident Management. The Incident Management services described in this paragraph are effective at the time of notification of an AED deployment. Should an AED deployment incident occur, a SDFD PAD Program representative will be notified and will arrive at the scene within four-hours from formal point of notification, if deemed necessary by both parties. Once at the scene, the SDFD PAD Program staff member will perform the following services: a) on-site downloading of data from the AED; b) replacement of electrode pads; and c) process and file required reports at the time of an incident for quality assurance and management purposes.

    b. *Cost of Incident Management*: Incident Management services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All hours requested before or after normal business days/hours, including Saturday and Sunday, and all county recognized holidays, are payable at a rate of $55.00 per hour. Incident Management will be invoiced for a minimum of two hours of service between 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized holidays within San Diego County limits.

Copyright 2003 SDFD / San Diego Project Heart Beat

A cost of $55 per hour will be charged if the request for Incident Management requires a SDFD PAD Program representative to respond outside of the San Diego County limits, regardless of day/time.

A separate charge for the replacement of electrode pads at the scene, beginning at a cost of $50.00 per set and up to $75.00, depending on the brand/model of AED, shall be expected in the case of a deployment incident.

SDFD is not responsible for replacement/maintenance equipment.

c. *Recommendation*: For program participants who utilize AEDs other than the Cardiac Science Corporation and Philips HeartStart FRX manufactured AED units, it is recommended that the facility has a back stock of supplies, (defibrillator pads, spare battery, etc.), and needed equipment (i.e. downloading software) per the manufacturers' recommendation.

2. **Critical Incident Stress Defusing (CISD)**. Upon request, CISD can be arranged within 48 hours of the incident to provide counseling services for the individuals involved. CISD services are provided by SDFD team members certified in Advanced Critical Incident Stress Management.

B. SDFD PAD Program Management Responsibilities.

The SDFD PAD Program shall be responsible for the following:

1. Provide Physician Medical Oversight for program direction and review of AED deployment incidents.

2. Provide quality PAD Program Staff to include a California State licensed Physician/Surgeon, a PAD Program Manager and other qualified personnel to offer 24-hour AED emergency contact service.

3. In-service course curricula will follow the standards and guidelines approved by the American Heart Association (AHA) and American Red Cross (ARC) for CPR/AED training.

4. Provide record keeping services for program management, AED maintenance, Service Level Agreements, certifications, incident correspondence, data collection and advanced and post notification of expiring program elements.

5. Provide location information about customer's AED(s) to the PulsePoint organization (http://www.pulsepoint.org/) a system that allows bystanders to know the location of the AED(s) for use in a CPR event. Program Participant may elect to not participate in this program at any time with written notification to San Diego Project Heart Beat.

6. SDFD Finance Department will invoice Program Participant within 30 days from the date of services rendered or agreed upon to include full execution of this Service Level Agreement (SLA).

C. Program Participant Responsibilities.

The Program Participant shall be responsible for the following:

Copyright 2003 SDFD / San Diego Project Heart Beat

1. Program Participant will reimburse SDFD for all Service Activities rendered as outlined within this SLA thirty days from the date of invoice for the services provided.
   All payment remittance shall be sent to:

   City of San Diego Fire/EMS
   PO Box 129030
   San Diego, CA. 92112-9030

2. Program Participant will arrange any certification training needed and may track any current certifications on the San Diego Project Heart Beat online database management system.

3. Program Participant will select a PAD Program Liaison to manage and be the main contact person for its PAD Program site(s). Responsibilities of this position will include a) oversight of documented maintenance checks; b) scheduling any desired in-service training; and c) responsibility for all necessary correspondence between the AED site(s) and SDFD PAD Program Personnel.

4. Program Participant will follow all requirements for a PAD Program set forth in California Civil Code section 1714.21 and California Health and Safety Code 1797.196.

5. If arranged and approved by SDFD, Program Participant may use a City of San Diego classroom or facility designated for CPR/AED training. Such use shall be limited solely for the purpose of CPR/AED training. Any unauthorized use of a City of San Diego classroom or facility shall constitute a substantial default and subject this agreement to termination.

D. Schedules and Timelines.

All training or other related schedules and timelines related to this Agreement are to be established between SDFD PAD Program Personnel and the Program Participant.

E. Dispute Resolution Process.

Initial disputes, should they arise, will be discussed and a resolution sought between Program Participant and the SDFD PAD Program Manager. If resolution is not achieved, second- and third-level supervisors from SDFD and Program Participant or their designee will seek resolution.

F. Termination.

Either Party may terminate this agreement at any time and for any reason by giving thirty (30) days' written notice to SDFD of such termination and specifying the effective date thereof.

G. Indemnification.

Program Participant shall defend, indemnify and hold the City of San Diego, 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 the performance of this Agreement, but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

Copyright 2003 SDFD / San Diego Project Heart Beat

Notwithstanding the foregoing, Program Participant agrees that it shall not hold SDFD, its officers, employees and/or agents, liable whatsoever for the malfunction of an AED, or for any use or misuse of an AED.

H. Modification of this Service Level Agreement.

This Agreement may only be modified with the prior written approval of both parties.

IN WITNESS WHEREOF, this Agreement is executed by City and Program Participant acting by and through their authorized officers.

Program Participant

By: _____
(signature)

Name: _____
(print)

Title: _____

Date: _____

City of San Diego

By: _____

Name: Vanessa Delgado
Purchasing & Contracting

Title: Procurement Program Manager

Date: _____

Approved as to form this __ day of _____, 20____.

MARA W. ELLIOTT, City Attorney

By: _____
Deputy City Attorney

_____
Print Name

Copyright 2003 SDFD / San Diego Project Heart Beat

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Willow School
Maria Rodriguez, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ALL FOR KIDZ, INC.

BACKGROUND INFORMATION:
All for KIDZ, Inc., producers of The NED Shows, will provide an entertaining and impactful 45-minute performance. They use storytelling, puppetry, illusions and yoyo tricks to take students on an exciting journey with our character NED. Students will follow clues, meet memorable characters and learn valuable lessons. The themes of their presentations (*Never Give Up, Encourage Others, Do Your Best*), are tools to prevent bullying, build relationships, achieve excellence, growth mindset and healthy choices.

Willow School would like to use these two assemblies as a self-motivation and perseverance performance that encourages communication from some students who are often challenged when trying to express themselves. The presentation is tentatively scheduled for March 10, 2023.

RECOMMENDATION:
Approve the agreement with All for KIDZ, Inc. to provide the NED's Mindset Mission Presentation to students of Willow School at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget? ☐ Yes ☐ No

Requisition #

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

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

SERVICE AGREEMENT FOR GUEST SPEAKER

All for KIDZ, Inc. (SPEAKER)
and San Ysidro School District (DISTRICT), mutually agree to the following:

1. Purpose:

Motivational and Educational presentation for Willow Elementary School students. The goal would be to motivate students through positive messages during an energetic and action-packed performance by SPEAKER.

2. Scope of Services:

SPEAKER will provide two (2) assembly/performance on Friday, March 10, 2023 at the Willow Elementary School. SPEAKER will be available before the event for any requested instruction, setup and/or meeting to properly understand DISTRICT's requests, expectations, content, behavior and safety protocols. SPEAKER will provide to DISTRICT an outline of event before the event. Time of the assemblies will be coordinated with Willow School Principal.

3. Compensation:

Performance/ Assembly(ies) are provided at no cost to the District.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Liability and School Safety Certification Forms – Refer to Exhibit A

6. Insurance – Refer to Exhibit B

7. COVID-19 Vaccination & Testing Requirements – Refer to Exhibit C

8. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of event stated in Section 2, above.

9. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.

ALL FOR KIDZ, INC.
GUEST SPEAKER

Signature: _____Date: _____
Eileen McClennen
emcclennen@allforkidz.com
(877) 872-9696 x121

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173 Board approved/ratified: _____
(619) 428-4476

SYSD CONTACT PERSONS:

Ms. Rodriguez
Principal, Willow
(619) 428-4476 ext. 3799
maria.rodriguez@sysdschools.org

Darlene Herbert
Outreach Consultant
(619) 428-4476 x3793
Darlene.herbert@sysdschools.org

EXHIBIT A

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **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: _____

EXHIBIT A

SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I,_____(Print - Name of participant) the undersigned, agree to the following:

_____*(initials)* 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(initials)* 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(initials)* 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____*(initials)* 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____*(initials)* 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: (*All sections must be completed.)*

Participant:

Signature	Date
Print Name	Phone

Organization: _____

Note: Please include Business Card if available.

Participant's Address: _____

_____

Telephone/Mobile: (_____)_____

Event Description/Purpose: _____

Date of Event: _____ Time: From_____To:

Location of Event: _____

IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

Signature	Date
Parent/Guardian Name	Phone

Please return completed forms to the Business Services Office at least one week before the event.
~ Thank you

EXHIBIT B

INSURANCE:

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ❑ **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.

   ❑ **Additional Insured Endorsement**

2. ❑ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ❑ **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include

   ❑ **WC waiver of subrogation endorsement in favor of San Ysidro School District.**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

NED'S mindset MISSION

PERFORMANCE AGREEMENT

Show date:	March 10, 2023
School ID:	82020
Contact Name:	Darlene Herbert
Grades:	PK-6
Booking Agent:	Eileen McClennen
Fax:	800-969-6624

Show Time:	8:45am-9:30am, 9:50am-10:35am
School Name:	Willow Elementary School
Title:	Outreach Consultant
Student Count:	706
Toll Free:	877-872-9696, x121
E-mail:	emcclennen@allforkidz.com

We agree to:

- **Present NED's Mindset Mission on the date and time entered above.**
- **Grant access to resources and lesson plans** available at www.NEDteachers.com.
- **Provide downloadable files** for you to post and send home to promote the show.
- **Reserve the right to reschedule** the show due to performer illness or other extenuating circumstances. In the unlikely event of a change, the show will be moved to a mutually agreeable time.
- **Visit your school at no charge,** made possible by your school having the Pay-It-Forward Sale.
- **Provide prepaid shipping labels:** We pay for return postage on your unsold items.

Your school agrees to:

- **Print and send home the parent letter** a few days prior to the performance.
- **Make NED items available for purchase** for 5-10 school days following the show and do your best to "Pay-It-Forward" to another school.
- **Do your best to provide a NED play zone** for students to enjoy their NED items and safely practice yo-yo skills while reinforcing the NED message.
- **Protect our copyright.** Take pictures of the show if you wish, but agree and enforce that no part of the show may be video recorded, reproduced, or transmitted. The NED Shows reserves the right to occasionally audio or video record its employees for training purposes.
- **Contact us immediately** if you find it necessary to make any changes to your show time. If your school cancels within 14 days of the scheduled show date for any reason other than unforeseen acts of nature, i.e. inclement weather or school closures, you agree to pay a $200 cancellation fee.

Set-up Requirements:

- 45-60 minute minimum set-up time is required, therefore someone will need to be available to let the performer in before normal school hours if necessary.
- Provide two 6' tables and one chair.

CONFIRM YOUR SHOW DATE

Darlene Herbert
Darlene Herbert (Feb 1, 2023 13:36 PST)

School Representative Signature

Outreach Consultant

Title

We look forward to bringing NED's Mindset Mission to your school!

© 2019 All for KIDZ, Inc. All Rights Reserved. US

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH BONITA SPEECH SERVICES

BACKGROUND INFORMATION:
Since the San Ysidro School District has a shortage of speech therapists, the district offers families with an outside agency that can provide speech services to their students with special needs per their IEP. Bonita Speech Services has been selected by several parents to conduct speech evaluations and speech therapy services.

Cost implications:
1. Assessment: $2,220.00
2. Speech therapy: $160.00/hr, $120.00/45 minutes

RECOMMENDATION:
Approve/Ratify the Agreement with Bonita Speech Services (Katarina Fray) to provide speech therapy and assessment services during the 2022-2023 school year. Cost implications will be paid from the Special Education 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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Hourly Rates	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 10th day of March 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Bonita Speech Services	619-736-4540
Company/Consultant	Telephone Number
730 Redlands Pl, Bonita, CA 91902	Bonitaspeech.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: February 1, 2023 To: June 30, 2023

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 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 (coverage must be clearly reflected on Certificate of Liability) 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 (if applicable):** 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. Certificate of Liability must clearly reflect this coverage. **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: 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.

COMPANY:	**Bonita Speech Services**
Name:	Katarina Fray
Title:	Speech-Language Pathologist
Address:	730 Redlands Pl
City/State/Zip Code:	Bonita, CA 91902
Telephone:	619-736-4540
Email:	kate@bonitaspeech.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**
Bonita Speech Services	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Bonita Speech Services	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
2/28/2023	
Date:	Date
Phone Number: 619-736-4540	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 contact with pupils**.

KF (*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.

KF (*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).

KF (*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).

KF (*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.

KF (*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.

KF (*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: Bonita Speech Services

Name/title of authorized representative *(Print)* Katarina Fray

Signature _____ Date 2/28/2023

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

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 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 District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
   a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
   b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
   c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
   d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.

2. 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 the guidelines contained herein.

3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.

4. 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.

5. 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 A shall prevail.

Contractor/Vendor initials _____

EXHIBIT A

SCOPE OF WORK

Bonita Speech Services will be providing the following services:

1. **Speech Evaluation ($2,220.00/assessment)**
2. **Speech Therapy ($160/hr, $120/45min)**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Russell Little, Asst. Superintendent
Educational Lead & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CIRCULATE SAN DIEGO

BACKGROUND INFORMATION:
This Memorandum of Understanding provides for collaboration with Circulate San Diego to provide pedestrian and bicycle safety-oriented programming and activities to students within the school district.

Term: March 10, 2023 to December 30, 2023.

RECOMMENDATION:
Approve the Agreement with Circulate San Diego to provide pedestrian and bicycle safety-oriented programming and activities for students 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 2022-2023 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

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 10th day of March, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Circulate San Diego	(619) 544-9255
Company/Consultant	Telephone Number
233 A Street, Suite 206, San Diego, CA 92101	www.circulatesd.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: March 10, 2023 To: December 30, 2023

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 - THIS SECTION IS NOT APPLICABLE. NO FEES INVOLVED.

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 the attached Addendum 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.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires 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, smokeless or vaping) 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:	**Circulate San Diego**	
Name:	Colin Parent	Dara Braitman
Title:		Director of Planning
Address:	233 A Street, Suite 206	233 A Street, Suite 206
City/State/Zip Code:	San Diego, CA 92101	San Diego, CA 92101
Telephone:	(619) 567-6856	(858) 876-7602
Email:		dbraitman@circulatesd.org

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Veronica Medina
Title:	Chief Business Official	Coordinator of Pupil Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zipcode:	San Ysidro, CA 92173	San Ysidro, CA 92173

Telephone:	(619) 428-4476	(619) 428-4476 x3083
Email:	Marilyn.adrianzen@sysdschools.org	Veronica.medina@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**
Circulate San Diego	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised 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 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education ("SDCOE") 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 SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE 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 Addendum shall prevail.

EXHIBIT A

This represents an agreement between Circulate San Diego (Circulate) and San Ysidro School District (SYSD). Circulate and SYSD intend to work together to provide pedestrian and bicycle safety-oriented programming and activities to students within the school district. Circulate and SYSD intend to collaborate on the provision of services as described herein.

I. Services to Be Provided

Circulate agrees to the following:

1. Conduct a variety of youth-oriented programs to increase pedestrian and bicycle safety across the San Ysidro community.
2. Provide presentations to adults, including parents, guardians, and family members, teachers, staff, and other relevant parties on the topics of pedestrian, bicycle, and driving safety. These individuals may also be invited to participate in youth-oriented programming if appropriate and with authorization from SYSD.
3. Provide programming to SYSD students only within the limits of the SYSD boundary.
4. Provide youth programming in classrooms and in small group settings (such as extracurricular groups, e.g. Safety Patrol or Student Council) or larger group settings (such as grade-level assemblies).
5. Oversee data gathering and reporting.
6. Provide and share relevant information with SYSD staff as a means to support youth/family participation, engagement, and programmatic progress.
7. Participate in school and/or district meetings as required or needed.
8. Conduct outreach activities and participate in youth-oriented activities (e.g., school fairs, etc.).
9. Maintain regular communication with district representatives regarding program updates, outcomes, and other needs ensuring optimal collaboration.
10. Offer programming in Spanish and English by bilingual staff and coordinate with SYSD staff to determine which activities, if any, should be conducted in Spanish.

SYSD agrees to the following:

1. Provide Circulate staff with appropriate contacts at the district level and each school campus to handle programmatic scheduling and activity/event promotion.
2. Prepare and disseminate permission slips on a classroom-by-classroom basis, as appropriate, so that students can participate in walking field trips.
3. Allow Circulate staff to provide programming in-class as requested.
4. Allow Circulate staff to attend school and district events as appropriate, including but not limited to open houses, PTA meetings, orientations, staff development days, and festivals/carnivals, in order to present to and connect with diverse audiences on a variety of pedestrian- and bicycle-safety related topics.
5. Maintain regular communication with Circulate staff regarding program updates, outcomes, and other needs ensuring optimal collaboration.
6. Repost and/or share bilingual (Spanish and English) program-specific content created or shared by Circulate on the topics of pedestrian, bicycle, and driving safety.
7. Furnish information, such as enrollment and transportation data, with Circulate as a means to support youth/family participation and programmatic progress.

Value of Services
No money or other consideration shall be transferred between the parties.

Locations

The services will be provided to the locations of SYSD listed below. 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.

SYSD	
La Mirada Elementary School	Ocean View Hills Elementary School
Smythe Elementary School	San Ysidro Middle School
Sunset Elementary School	Vista Del Mar Middle School
Willow Elementary School	

//

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH FRONTLINE ABSENCE AND MANAGEMENT SYSTEM

BACKGROUND INFORMATION:
The District currently has over 560 employees who access the Frontline Attendance Management System to report their absences. It is imperative that the District have a system in place to track employees' attendance and substitutes' time for both certificated and classified employees. The Frontline Management System tracks employees' personal illness, personal necessity, and vacation days, in addition to other worker-related absences such as professional days, etc. It is on the Frontline System that substitute coverage is requested and linked to staff.

The District has been using Frontline (formerly known as AESOP) for over ten years and has been an effective attendance tool to collect, verify and reconcile time worked by staff and by over 100 substitutes employees. Frontline records are useful to payroll staff to reconcile entries made in the PeopleSoft Payroll System.

Term: 2023-24

RECOMMENDATION:
Approve the agreement with Frontline Education for the Annual Subscription for the Frontline Absence and Substitute Management Services at a cost of $19,115.75 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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$19,115.75	General Fund
(Amount)	(Name of funding source and/or location)

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

1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
San Ysidro Elementary School District 4350 Otay Mesa Road San Ysidro, California, 92173 United States **Contact:** Yadira Diaz **Title:** Admin. Asst. / HR **Phone:** **Email:** yadira@sysd.k12.ca.us	**Account Manager:** Shane Cashin **Sale Type:** Renewal **Quote Currency:** USD

Pricing Overview	Amount
Annual Recurring Fees	**$19,115.75**

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Absence & Substitute Management, unlimited usage for internal employees	7/01/2023	6/30/2024	$19,115.75

1400 Atwater Drive Malvern, PA 19355

Additional Order Form Information

Tax Information

Tax Exemption: We currently don't have a tax exemption certificate on file for you. Please use this link to upload your tax exemption certificate. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status:
PO #:
Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

1400 Atwater Drive Malvern, PA 19355

Invoicing Schedule	Due Date	Amount
Invoice: Annual	**7/31/2024**	**$19,115.75**
Absence & Substitute Management, unlimited usage for internal employees		$19,115.75

1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at https://www.frontlineeducation.com/master-services-agreement/ and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	**San Ysidro Elementary School District**
Signature:	Signature:
Name:	Name: Marilyn Adrianzen
Title:	Title: Chief Business Official
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 4350 Otay Mesa Road San Ysidro, California 92173
Email: billing@frontlineed.com	Email: marilyn.adrianzen@sysdschools.org
Effective Date:	Board approved:

Master Services Agreement

This Master Services Agreement provides the terms and conditions of purchase between Frontline Technologies Group LLC dba Frontline Education, a Delaware limited liability company ("**Frontline**"), and the purchasing entity listed on the **Order Form** ("**Client**").

As used in this Master Services Agreement: (a) The term **Order Form** means a document agreed to and executed by each of Frontline and Client that references this Master Services Agreement and identifies certain software applications or certain services to be provided to Client; (b) the term **Statement of Work** ("SOW") means a document agreed to and executed by each of Frontline and Client that references this Master Services Agreement and identifies the particular project details including, without limitation, the services to be provided and project responsibilities;(c) the term **Subscription Software** shall mean the Software as a Service ("SaaS") including all embedded applications and any modifications/updates to the software which is offered to the Client on a subscription basis and set forth on the Order Form; and (d) the term **Professional Services** or **Services** means the services set forth on the Order Form and/or Statement of Work including, without limitation, training, implementation, consulting and project management. All Order Forms and Statements of Work shall be deemed part of and subject to this Master Services Agreement. Any preprinted or other terms contained on Client's purchase order or ordering documentation shall not apply to this Agreement and are specifically rejected by Frontline. The term "**Agreement**" means this Master Services Agreement, together with all Order Forms, Statements of Work and any other document appended to the Order Form.

Each party states that the individual signing this Agreement has the authority to bind it to this Agreement. To place orders subject to this Agreement, at least one Order Form must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Subscription Software applications identified on the applicable Order Forms and the Professional Services and other services identified on the applicable Order Forms or Statements of Work (collectively, "**Services**"), and any other software, products or services provided by Frontline pursuant to this Agreement. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) regarding the Subscription Software and Services, and by entering into this Agreement the parties terminate all such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work, Order Form, or Order Form Terms and Conditions, the provisions of the Statement of Work, Order Form, or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to

the Software and Services stated in that particular Statement of Work, Order Form, or Order Form Terms and Conditions.

In consideration of the foregoing and the covenants the parties agree to the following:

1. **Subscription Software and Services**
    1. **Subscription Software.** Subject to the terms and conditions of this Agreement, Frontline grants Client, during the Term, a non-exclusive, non-transferable right to access and use the Subscription Software (or license to install and use the Subscription Software if hosted by the Client), and the technical manuals, instructions, training materials, and other documentation that accompany the Subscription Software, as amended from time-to-time (collectively, the "**Documentation**") solely for internal use by its then-current employees, contractors, agents, representatives, and where applicable, by any agency listed in the Order Form (each, an "**Agency**") and its employees, contractors, agents, and representatives, and other end users authorized to use the Subscription Software on Client's behalf (collectively, "**Authorized Users**") in the ordinary course of Client's, or such Agency's, business. Frontline further grants Client the right, during the Term, to make a reasonable number of copies of any applicable Documentation solely for Client's internal business purposes.
    2. **Services.** Frontline agrees to use commercially reasonable effort to provide the Services in accordance with the applicable Order Forms or Statements of Work and any then-current Frontline policies.
    3. **Restrictions.** Client shall not, directly or indirectly, and Client shall require all Authorized Users to not, (a) except as expressly allowed in this Agreement, transfer, assign, export, or sublicense the Subscription Software or any work product, deliverables, or other materials provided by Frontline in connection with the Services or otherwise (collectively, "**Work Product**"), or its rights or licenses, to any other person, organization, or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Subscription Software; (b) modify or create any derivative version of the Subscription Software or Work Product; (c) remove or modify any marking or notice on or displayed through the Subscription Software, Work Product, or Documentation, including those related to Frontline's or its suppliers' proprietary rights; (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce to human-readable form the Subscription Software or Work Product; (e) use the Subscription Software, Work Product, or

Documentation to create a competitive product; (f) use the Subscription Software in a manner that circumvents or interferes with the operation of the technological measures that control access to the Subscription Software; or (g) permit access to the Subscription Software to Frontline's competitors except with Frontline's written consent. Without limiting the foregoing, Client may not sublicense, outsource, or otherwise grant access to the Subscription Software to any third-party vendor without Frontline's prior written consent, including any third-party host of the Subscription Software for Client. Frontline has the right (but not the obligation) to monitor Client's and its Authorized Users' use of the Subscription Software to confirm their compliance with the terms of this Agreement.

4. **Proprietary Rights.** All rights, title, and interest to the Subscription Software, Work Product, and Documentation are expressly reserved and retained by Frontline or its suppliers, including any service, program or other application that is designed to integrate and be used with the Subscription Software, whether or not owned by Frontline, and all improvements, modifications, derivative works, and intellectual property rights in any of the foregoing. Nothing in this Agreement conveys title to, or ownership of, the Subscription Software, Work Product, or Documentation to Client. The Frontline name, logo, solution (product) name(s) and any other marks, logos and trade dress are trademarks of Frontline, and no right or license is granted by this Agreement to their use. Except for the rights and licenses expressly granted in this Agreement, Frontline grants no other rights or licenses, whether by implication, estoppel, or otherwise.
5. **Authorized Users.** The total number of Authorized Users is limited to the numerical or category limitations, if any, stated in the applicable Order Forms. Client agrees that, depending on the specific Subscription Software provided by Frontline to Client or the category of Authorized User, Authorized Users may have different access and usage rights to the Subscription Software. Client shall ensure that Authorized Users comply with the terms and conditions of this Agreement and any acts or omissions of such Authorized Users will be deemed acts or omissions of Client for which Client agrees to be responsible on a joint and several basis. Client is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Client's Authorized Users in connection with use of the Subscription Software. Client is solely responsible for all activities that occur as a result of the use of individual usernames and passwords. Client will notify Frontline promptly of any unauthorized use of usernames and passwords or any other breach of security known to Client. Client will not authorize, enable, or

permit access to or use of the Subscription Software by any individual or entity (including other school districts) other than an Authorized User.

6. **Software Administrator; Maintenance Windows.** Unless expressly agreed otherwise by the parties, at all times Client must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator, if applicable, or an employee who is sufficiently trained or experienced in the use of the Subscription Software to act as the software administrator ("**Software Administrator**"). If Client's Software Administrator ceases to serve as such, Client shall promptly provide written notice to Frontline and have another employee obtain Frontline Software Administrator Certification and be designated as a Software Administrator, at Client's expense. Frontline shall provide Client with assistance regarding the use of the Subscription Software during Frontline's normal business hours (Eastern Time), Monday through Friday. Such assistance shall be provided only to Client's Software Administrator. Frontline may perform system maintenance or software updates periodically upon advanced notice to Client. However, due to exigent circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
7. **Client Content.** The Subscription Software may enable Client and its Authorized Users to upload, link to, transmit, or otherwise provide text, files, images, graphics, illustrations, information, data (including personally identifiable information ("**PII**") and personal health information ("**PHI**"), as those terms are defined in applicable laws, (collectively "**Personal Data**"), audio, video, photographs and other content and material in any format (collectively, the "**Client Content**") into the Subscription Software. Client grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of, and otherwise use the Client Content for the purpose of providing the Subscription Software and Professional Services to Client and its Authorized Users, and otherwise performing Frontline's obligations and exercising its rights under this Agreement. Client shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Content. Frontline will act as a data processor, and will act on Client's instruction, as specified in the Order Form, concerning the treatment of Personal Data provided in connection with the Subscription Software and Services. Client shall provide all notices and obtain all consents (including consent of any parent or guardian for any minor) required for Client's use of the Subscription Software and receipt of the Services, and Frontline's provision of the Subscription Software and Services, including those related to the collection, use,

storage, processing, transfer, and disclosure of Personal Data. Client agrees that it must properly enter data, information, and other Client Content and configure settings within the Subscription Software for the Subscription Software to operate properly. Client shall verify the accuracy of the Client Content and any forms, workflow, or configuration settings entered in the Subscription Software. Frontline shall not have any liability arising from the inaccuracy, scoring, completeness, legality, use of, or reliance on the Client Content. Client assumes the sole responsibility for the selection of the Subscription Software and Services to achieve Client's intended results, the use of the Subscription Software and Services, and the results attained from such selection and use.

8. **Client's Statement Regarding Client Content.** Client states that it is the owner of the Client Content (including evaluation frameworks and rubrics uploaded into the Subscription Software and any other content or data made available to Frontline), or Client has notified and obtained informed consent from the owner of the Client Content and all other necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), for Client and Frontline to use the Client Content as contemplated under this Agreement, and has taken all other actions that may be necessary to ensure that Client's and its Authorized Users' use of the Subscription Software and Services, and any related materials provided or produced in connection with such use, complies with all applicable laws and regulations as well as school and district policies.
9. **Integration.** Client may, at Client's direction and with or without Frontline's assistance, integrate or otherwise use the Subscription Software in connection with certain third-party courseware, training, services, software, and other information and materials of third parties ("**Third-party Materials**"), and Frontline may make certain Third-party Materials available in connection with the Subscription Software. Client acknowledges and agrees that (a) Frontline is authorized to provide or permit access to the Client Content to the third party providers of such Third-party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third-party Materials; (ii) the Client Content provided in connection with such Third-party Materials, including a third-party's storage, use, or misuse of the Client Content; or (iii) Client's uninterrupted access to Third-party Materials. Client understands that the use of the Subscription Software may involve the transmission of the Client Content over the Internet and other networks, only part of which may be owned or

operated by Frontline, and that Frontline takes no responsibility for Client Content that is lost, altered, intercepted, or stored without Client's authorization during the transmission of any Client Content across networks or parts of networks not owned or operated by Frontline. If Client engages Frontline to assist in Client's integration or use of the Subscription Software with Third-party Materials, Client authorizes Frontline to access and use such Third-party Materials in connection with such assistance and Client states that it has the rights necessary to grant such authorization. Client agrees to be bound by the terms, conditions, and restrictions of the applicable third-party agreements that govern the use of such Third-party Materials. Frontline may refuse to integrate Third-Party materials for which Client does not have the appropriate license.

10. **Hosting.** Unless an Order Form explicitly provides that particular Subscription Software will be made available by Frontline for download and installation on Client's computers, the Subscription Software will be hosted by an authorized subcontractor (the "**Hosting Service Provider**") that has been engaged by Frontline and shall only be accessed by Client from its computers and devices via websites of Frontline. The Hosting Service Provider is an independent third party not controlled by Frontline.
11. **Client Responsibilities.** Client agrees that (a) Client shall have sole responsibility for administering access security to the Subscription Software for its Authorized Users; (b) Client shall review any output resulting from its use of the Subscription Software and confirm that such output is correct; and (c) if Client uses the Software for reimbursement or payment from Medicaid or other government agencies, Frontline shall have no responsibility, and Client shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Subscription Software, or the results derived therefrom, will meet Client's requirements, or that the operation of the Subscription Software will be uninterrupted or error-free. Client is solely responsible for obtaining and maintaining, at its own expense, all hardware, software, and services needed to access and use the Subscription Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Client shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations, and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

12. **FERPA Designation.** *If an Order Form is for Subscription Software for which Frontline accesses, stores, or otherwise processes student PII or PHI, Client designates Frontline as a "School Official" with "Legitimate Educational Interests" (as those terms are defined under the Family Educational Rights and Privacy Act of 1974 ("**FERPA**")) in such PII and PHI for purposes of providing the Subscription Software to Client, and Frontline agrees to abide by the limitations and requirements imposed by FERPA on School Officials. Client acknowledges that: (i) the Subscription Software and Services are services or functions for which Client would otherwise use Client's own employees; (ii) Frontline is under Client's direct control with respect to Frontline's access to and use of PII and PHI; and (iii) Frontline is subject to the requirements of 34 C.F.R. 99.33(a) with respect to Frontline's access to and use of PII and PHI.*

2. **Invoicing and Payment.** All fees and charges will be stated in the applicable Order Forms and Statements of Work. If applicable, the Startup Cost stated on the Order Form will be invoiced to Client by Frontline upon execution of the applicable Order Form. Invoices may be sent by Frontline or a Frontline subsidiary or affiliate. Startup Costs are priced with the assumption that implementation of the Subscription Software will be completed within 120 days after signing. Frontline reserves the right to charge Client additional service fees for added project costs due to Client-caused delays occurring after the 120-day implementation period. The Annual Subscription stated on the Order Form will be invoiced to Client by Frontline based on the Subscription Start Date stated in the Order Form unless otherwise stated in the Order Form. If no Subscription Start Date is stated in the Order Form, the Subscription Start Date shall be defined as 30 days after Client's signature of the applicable Order Form. Except as otherwise provided in the applicable Order Form, Frontline shall invoice Client in U.S. Dollars and Client shall pay all fees, charges, and expenses within 30 days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Unless the Order Form states otherwise, Frontline reserves the right to increase any of the fees for any Renewal Term by providing notice of such increase to Client at least 30 days prior to the start of such Renewal Term. All charges under this Agreement are exclusive of, and Client is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities, except for any tax based on Frontline's income. Without limiting the foregoing, Client shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule, or regulation of

any legally constituted taxing authority. If the Client claims tax exempt status or the right to remit taxes directly, the tax-exempt number must be entered on the first page of any applicable Order Form. If the parties agree that Frontline's personnel are to travel to Client's facility or otherwise in connection with any of the Services, Client shall be responsible for the reasonable costs of transportation, lodging, meals, and the like for Frontline's personnel.

3. **Warranties and Disclaimers.**
    1. Each party states that such party's execution, delivery, and performance of this Agreement (a) has been authorized by all necessary action of the governing body of the party; (b) do not violate the terms of any law, regulation, or court order to which such party is subject or the terms of any agreement to which the party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Client states on behalf of itself and all of its Authorized Users that it has the full legal right to provide the Client Content and that the Client Content will not (a) infringe, misappropriate, or violate any intellectual property, privacy, publicity, or personality rights of any person or entity including as a result of failure to obtain consent to provide Personal Data or other private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
    2. **Subscription Software and Services Warranties.** Frontline states that (a) the Subscription Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranties will not apply to any non-conformance of the Subscription Software, Work Product, or Services due to (A) Client's failure to permit the installation or implementation of any update, upgrade, or release provided by Frontline, (B) Client's negligence, abuse, misapplication, or misuse of the Subscription Software (including Client's failure to operate the Subscription Software in accordance with Documentation), (C) Client's modification of the Subscription Software not approved in writing by Frontline, or (D) Client's use or operation of the Subscription Software with any technology (including any software, hardware, firmware, system, or network) not approved in writing by Frontline. In the event of any breach of the foregoing warranties, reported to and verified by Frontline, Frontline will use commercially reasonable efforts to correct such non-conformance. Client's sole remedy for Frontline's breach of any of the foregoing warranties is limited to the replacement,

repair, or refund, at Frontline's option, of defective Subscription Software or Work Product or re-performance of the affected Services. Notwithstanding the foregoing, any Third-party Materials shall be subject only to the terms and any warranties provided by the applicable third party and not to any of the foregoing warranties.

3. **Disclaimers.** *Except as expressly provided in Section 3.3, to the maximum extent permitted by applicable law, Frontline and its suppliers expressly disclaim all warranties, whether express, implied, or statutory, as to any aspect of the Subscription Software, Work Product, Services, or other materials provided by Frontline, including warranties of merchantability and fitness for a particular purpose. Frontline and its suppliers do not warrant that the Subscription Software, Work Product, Services, or other materials provided by Frontline will be uninterrupted or error-free; nor does Frontline make any warranty as to the results that may be obtained from use of the Subscription Software, Work Product, Services, or other materials provided by Frontline.*

4. **Confidential Information; Privacy.**
    1. **Confidential Information.** During the Term and for two years thereafter, each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "**Confidential Information**" means any written information that is marked or otherwise indicated as confidential or proprietary, or, in the case of information that is disclosed orally or written information that is not so marked, by notifying the other party in writing of the proprietary and confidential nature of the information within 10 days after disclosure. Notwithstanding the foregoing, (a) Confidential Information of Frontline includes the Subscription Software, Documentation, Services, Work Product, and the terms of this Agreement; and (b) Confidential Information of Client includes Personal Data contained within any Client Content. Confidential Information does not include information which (a) was known to the receiving party free from any duty or obligation of confidentiality or generally in the public domain before disclosure; (b) becomes generally part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing party; or (d) was independently developed by the receiving party without use of or reference to Confidential Information. Aggregated and/or de-identified data that does not contain Personal Data generated by Frontline or its suppliers in connection with Client's and its Authorized Users' use of the

Subscription Software and Services will be the Confidential Information and property of Frontline. The receiving party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the receiving party notifies the disclosing party, provides it with an opportunity to object, and uses reasonable efforts (at the expense of the disclosing party) to cooperate with the disclosing party in limiting disclosure.

2. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Personal Data submitted by Client into the Subscription Software or otherwise provided to Frontline. Client understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.
3. **California Consumer Privacy Act.** For Clients covered by the California Consumer Protection Act (CCPA), Client states that Frontline is a Service Provider to Client with respect to the Personal Information. Frontline shall not (a) Sell Personal Information or (b) retain, use, or disclose any Personal Information for any purpose other than for the specific purpose of providing the Subscription Software and Services, including retaining, using, or disclosing Personal Information for a Commercial Purpose. For the avoidance of doubt, the foregoing prohibits Frontline from retaining, using, or disclosing Personal Information outside of its direct business relationship with Client. Frontline certifies that it understands the obligations under this Section and will comply with them. Frontline may use aggregated, anonymized, or Deidentified Personal Information; provided, however, that such use shall be permitted only to the extent that any such data constitutes Aggregate Consumer Information or has been Deidentified and Frontline complies with all requirements applicable under the CCPA. For purposes of this Section only, the terms Aggregate Consumer Information, Commercial Purpose, Deidentified, Personal Information, Sell, and Service Provider shall have the meanings specified in the CCPA.
4. **Public Records Act Compliance**. To the extent Client is subject to public record acts or freedom of information acts, Frontline will work with Client to provide appropriate information in response to records requests, to the extent the requested information is not Frontline's proprietary information or otherwise exempted from disclosure under state law.

5. **Feedback.** If Client provides Frontline with any comments, bug reports, feedback, or suggestions related to the Subscription Software, Work Product, Services, or Documentation ("**Feedback**"), Client hereby assigns to Frontline all of Client's rights in such Feedback and agrees that Frontline shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate.
6. **Indemnification.** To the maximum extent permitted by applicable law, Client shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third-party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Client of this Agreement, including failure to obtain consent to provide Personal Data.
7. **Limitations of Liability.** *Other than the fees, charges and expenses payable under this Agreement, to the maximum extent permitted by applicable law, in no event shall either party (and in the case of Frontline, its suppliers) be liable to the other party or any third party for indirect, incidental, special, consequential, or punitive damages, whether foreseeable or unforeseeable, of any kind whatsoever (including lost profits) arising from or relating to this Agreement or the use or non-use of the Subscription Software, Work Product, or Services. Notwithstanding anything in this Agreement to the contrary, to the maximum extent permitted by applicable law, in no event shall Frontline's (or its suppliers') total liability arising from or relating to this Agreement, whether based on warranty, contract, tort (including negligence), product liability, or otherwise, exceed the total amounts paid to Frontline during the twelve months for the product at issue immediately preceding the events giving rise to such claims*. Each party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable under this Agreement reflect these disclaimers and limitations.
8. **Term and Termination.**
    1. **Term.** The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, continue until such time that there are no valid Order Forms in effect (the "**Term**"). The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date listed in such Order Form and (b) continue for one year or such other period as provided in such Order Form (the "**Order Form Initial Term**") unless earlier terminated in accordance with this Agreement, and, to the extent permitted by applicable law, will automatically renew for successive one-year terms thereafter (each, a "**Renewal Term**"), subject to fee increases for Renewal Terms in accordance with Section 2 above, unless one party notifies the other party of non-

renewal in writing at least 60 days prior to the end of the current Order Form Initial Term or Renewal Term. In the event notice of a price increase in section 2 is not provided to Client within 60 days prior to the end of the current Order Form Initial Term or Renewal Term, Client will have ten (10) days after notice of the price increase within which to provide the notice of non-renewal. If the Order Form contains a proration for a term less than one year, the Initial Term will extend to the end of the first full year of the Order Form.

2. **Termination.** Upon notice of termination, all outstanding invoices shall become immediately due and payable. Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and does not cure such breach within 30 days after its receipt of written notice of such breach.
3. **No Termination for Convenience.** Client is not entitled to terminate this agreement for any reason other than those contained in this Agreement. No termination for convenience is permitted.
4. **Termination for Lack of Funding**. If a Client is bound by state law which prevents it from committing to payment of funds beyond the current school fiscal year and if the funds designated for payment of Frontline Subscription Software and/or Services are not allocated in any succeeding school fiscal year, then Client may terminate the Order Form without penalty for such school fiscal year. Client is obligated to pay all charges incurred through the end of the last school fiscal year for which funds were appropriated. Client must notify Frontline within 30 days prior to the date of termination.
5. **Effects of Termination.** Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statement of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires, or is otherwise terminated. Upon the termination or expiration of this Agreement, the subscription rights and licenses granted to Client under Section 1.1 will terminate automatically and Client (a) shall immediately cease using the Subscription Software, Work Product, and Documentation; (b) shall immediately and permanently delete all components of the Subscription Software and Work Product (including, for clarity, all ancillary components such as an

associated SQL database) from all computers and devices (including all laptops, notebooks, workstations, servers, memory, or storage devises, etc.) in Client's possession or under Client's control, such that the Subscription Software and Work Product will not be available to any person after the date of termination or expiration unless read-only access has been elected in Order Form; and (c) for a period of 30 days, may request a copy of the Client Content that is in Frontline's possession in the format retained by Frontline or, at Frontline's discretion, be provided read-only access so that Client may download and retain Client Content. After the 30-day period, Frontline may, unless legally prohibited, delete all of Client's data in its systems or otherwise in its possession or control (except for such data that is contained in routine backups). The following provisions of this Agreement will survive expiration or termination: Sections 1.3, 1.4, 3.3, 4, 5, 6, 7, 8.2, 8.5 and 10 (all subparts). Frontline may (without limitation of any other rights or remedies) suspend Client's and its Authorized Users' use of the Subscription Software in the event that (A) Client is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five days following written notice to Client), (B) Client has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Subscription Software is necessary to avoid or mitigate harm to the security of Frontline's or any of its clients' systems or data. Any such suspension will not constitute a termination of this Agreement.

6. **Treatment of Bundled Discounts Upon Termination.** In the event that Client has been given a discount off of Frontline's list prices for bundling Subscription Software solutions and/or entering into a multi-year agreement, and Client terminates one or more of the bundled Subscription Software solutions or terminates prior to the end of the multi-year term, Frontline may charge Client an early termination fee of up to 25% of the annual subscription fee for the terminated solution(s) within thirty (30) days after termination. This clause will not apply in the event the Agreement was terminated as a result of Frontline's breach in accordance with section 8.2.

9. **District Ordering**. Any other school district in the same state as Client ("**School District**") may also purchase from Frontline a license or subscription to the Subscription Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Client under this Agreement (excluding Client's Order Forms and Statements of Work). Each School District will be separately liable for payment for such Subscription Software and Services and its compliance with this Agreement, and

neither Client nor School District will be liable for the acts, omissions, or obligations of any other School District under this Agreement. Frontline will have no obligations to provide any Subscription Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to this Agreement. By so doing, the School District agrees to be bound by this Agreement and for purposes of its order is considered "Client" as that term is used in this Agreement. In the event that Client and Frontline amend this Agreement (each an "**Amendment**"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to this Agreement upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

10. **General.**
    1. **Independent Contractors.** Frontline and Client are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever.
    2. **Assignment.** Client may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each party.
    3. **Compliance with Laws.** Client will comply with all local, state, and federal laws, regulations or other limitations in the use and operation of the Subscription Software. Client will not directly or indirectly export or transfer any technical data or software in violation of any laws, regulations rules or other limitations imposed by the US export control laws or that of any other country.
    4. **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, except for Client's obligations to pay amounts due under this Agreement, neither party will be deemed to be in default of any provision of this Agreement for any unforeseen delay, error, failure, or interruption of performance due to any act of God, United States or foreign governmental acts in either a sovereign or contractual capacity terrorism, pandemic, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, road icing or inclement conditions, flood, freight embargos, problems with the Internet, or act of any other person not under the control of such party.

5. **Payments.** Client's payment obligations under this Agreement are absolute and unconditional and are not subject to any abatement, reduction, defense, setoff counterclaim or recoupment due or alleged to be due as a result of any past, present or future claim that Client may have against Frontline.
6. **Additional Insured.** If the Client requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 7 above.
7. **Choice of Law/Venue.** This Agreement shall be governed by the laws of the State of Delaware, without reference to its conflict of laws principles. Any disputes under this Agreement shall be resolved in a federal or state court of competent jurisdiction in the state where the Client is located.
8. **Amendment.** This Agreement may be amended only by written agreement of the parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void.
9. **No Waiver.** The waiver or failure of either party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
10. **Severability.** If any provision of this Agreement is held invalid, illegal, or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision, or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.
11. **Construction.**This Agreement does not confer any rights or remedies upon any person other than the parties, except Frontline's suppliers. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation."
12. **Counterparts.** The Order Form may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

Each of the parties has caused its authorized representative to execute the Order Form (which incorporates these terms) as of the Effective Date listed on the Order Form.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: IN LIEU OF TRANSPORTATION AGREEMENT

BACKGROUND INFORMATION:
Transportation services are provided for students with special needs per their IEPs. Some students require special instruction depending on their disability. Due to a shortage of bus drivers in the District, parents agree to transport their students with the agreement that the District will reimburse the parents daily mileage to/from school site and the student's place of residence. The per mile rate for reimbursement is based on the current IRS rate, payable monthly upon receipt and verification of a daily mileage report with required information. Parents participating in an In Lieu of Transportation Agreement, shall at their own expense, carry adequate automobile insurance and maintain a valid driver's license for the term of agreement.

Cost implications: $1,000.00

RECOMMENDATION:
Approve/Ratify the In Lieu of Transportation Agreements with the parent(s) of student(s) with special needs and authorize District staff to enter into In Lieu of Transportation Agreements should additional needs arise. Cost implications will be paid from the Transportation fund.

LCAP GOAL AND ACTION/SERVICE:
Goal #1

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

$1,000.00
(Amount)

Transportation Fund
(Name of funding source and/or location)

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

"IN LIEU OF TRANSPORTATION" AGREEMENT

This Agreement is entered between the San Ysidro School District, hereafter referred to as "District" and _____ "Parent(s)". The term of the agreement is from _____ **to** _____.

WHEREAS, the term "Parent(s)" may include the mother, father, adoptive parent, foster parent, legal guardian, representative of the child and who is authorized to make decisions for the child.

WHEREAS, Students who are enrolled in Non-Public School (NPS) may require transportation. In some cases, Parent(s) agree to transport their student(s) to and from a NPS site and the student's place of residence as indicated in the student's Individual Educational Plan (IEP).

WHEREAS, the District agrees to reimburse the daily mileage to and from the student's place of residence and the school site _____**miles/day**. Reimbursements will be paid on monthly basis upon receipt and verification of a daily mileage report with required information. The mileage reimbursement rate is based on the current IRS rate. This information is to be submitted to the Special Education Office on a timely manner.

WHEREAS, Parent(s) shall, at their expense, procure and maintain for the duration of this agreement automobile insurance (up to the limits required by law) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Parent(s), its agents and/or representatives. Such insurance shall survive after this agreement as permitted by law. Parent(s) may be required to provide proof of this insurance at any time during this Agreement.

WHEREAS, Parent(s) shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: Licensing. Parent(s) shall be liable for all violations of such laws and regulations in connection with this Agreement.

WHEREAS, Parent(s) agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses and/or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Parent(s), Parent(s) agents and/or representatives under this Agreement. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Parent(s).

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into this agreement on behalf of which his or her signature is made.

This agreement is entered into this _____:

FOR THE PARENT:	FOR THE DISTRICT:
_____	_____
Signature of Authorized Agent	Signature
_____	Marilyn Adrianzen, CBO
Print Full Name	Print Name, Title
_____	_____
Date:	Date
_____	_____
Phone Number	Board Approved/Ratified:

District Use Only

Required Documents (Attach): ❑ Proof of Car Insurance (current) ❑ Valid Driver's License(s)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Ocean View Hills Schools
Erika Meza, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH INDIAN HILLS CHRISTIAN CAMP

BACKGROUND INFORMATION:
To meet the needs of all of our students who are ELL and need visual and hands on learning we allow them to participate in this field trip to Indian Hills so they can feel and listen to what they're learning about, which helps them build on classroom instruction, gain a better understanding of topics, build cultural understanding and tolerance, and expose them to worlds outside their own. Students will have the opportunity to mine for gold using pans and a river, where they have the opportunity to experience the extraction of gold resources by mining as they have been studying in class.

Students participating in this field trip will be exposed to a variety of outdoor recreational activities that promote self-confidence building, teamwork, self-sufficiency, resilience and sense of belonging within the peer group. This field trip will offer a unique opportunity for students to create connections, which will help them gain understanding and develop an enjoyment of learning.

RECOMMENDATION:
Approve/Ratify the agreement with Indian Hills Christian Camp for 4th grade students from Ocean View Hills that participated in a field trip to Indian Hills Camp on February 15, 2023. Cost implications will be paid from the Title I funds.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement
All students, including English Learners, will improve annually in all content areas

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,326.00	Title I
(Amount)	(Name of funding source and/or location)

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

15763 Lyons Valley Road
Jamul, California 91935
Phone: 619-669-6498
www.indianhillscamp.com

Field Trip Contract

Group Name: **Ocean View Hills School**
Grade Level: **4th**
Encampment Date **February 15th 2023**

Arrival: **9:00AM**
Departure: **2:00PM**

School/Group Info:

Principal's Name: Erika Meza
Principal's Email: erica.meza@sysdschools.org
School Address: 4919lk, Del Sol Blvd., San Diego, CA 92154

Group Leader's Name: Eric Chaisongkram
Group Leader's Email: eric.chaisongkram@sysdschools.org
Group Leader's Number: 619-813-1240

School Phone Number: 619-661-0457

Estimated Attendance:

Minimum attendance: 30 persons, or minimum payment of $510

150	Students ($17 each)
20	Teacher/Chaperones ($17 each)
18	*Free Chaperones (1 for every 8 students)*
$2,584	***TOTAL*** *minus free adults*

Classes:

See website for descriptions

	Pushing & Pulling		BUGS!
	Animal Adaptations	X	Gold Mine
	Geology		Web of Life
	Rattlesnakes		Overland Trail

Field Trip Policies:

Initial

_____ 1. **DEPOSIT:** A ***Non-Refundable*** Deposit of 10% is required to reserve the requested date. Both the Reservation Contract and Deposit must be received together **within two weeks of receipt** of the contract (on the due date listed at the bottom) to secure the Field Trip reservation. The deposit will be applied to the total fee of the event.

_____ 2. **BALANCE PAYMENT**: Balance is due upon check-in at the IHC Office on the day of the Field Trip. Group may not be admitted if full payment is not received. PLEASE NOTE: IHC does not accept Purchase Orders on or after the event. Cash, check, or credit card payment from the school **must be submitted at check-in.**

_____ 3. **CAMP STORE (OPTIONAL)**: Due to staffing requirements, store requests must be made at the time of the initial Field Trip Reservation.

_____ 4. **TEACHER/CHAPERONE FEE:** ***After*** the minimum of 30 is met, for every 8 students, 1 teacher/chaperone may attend for free. Any individual student aids for special needs children may attend for free. Please notify Registrar.

_____ 5. **INSURANCE**: We require a Certificate of Liability Insurance from every group that comes to camp. It must name INDIAN HILLS CHRISTIAN CAMP & ROUGH ACRES FOUNDATION as additionally insured for the date covering your event. The coverage amount needs to be $1MM per occurance and $1MM aggregate minimum. Our address is: 15763 Lyons Valley Rd. Jamul, CA 91935.

Due 2 WEEKS before Field Trip Date.

_____ 6. **PHOTO RELEASE**: The group will grant permission to Indian Hills Camp to take photographs of students and chaperones throughout their visit to Indian Hills Camp. By initialing, you understand that all photographs taken of students and chaperones are the sole property of Indian Hills Camp and may be posted on Indian Hills Camp's website and promotion/advertising activities of Indian Hills Camp.

9/24/2022	**$258**	**Signed Contract & 10% Deposit**
10/27/2022		**Certificate of Insurance**
2/16/2023	**$2,326**	**Balance Payment (Field Trip Date)**

Susan Hardwick — **9/10/2022**

Group Leader's Signature — **Date**

Principal's Signature — **Date**

INDIAN HILLS CAMP

15763 LYONS VALLEY ROAD, JAMUL, CA 91935 Phone (619) 669-6498

Participation, Release, Waiver, Assumption of Risk, & Indemnity Agreement

We are glad to have You here at Indian Hills Camp. While Indian Hills Camp makes every effort to provide a safe and pleasant environment for everyone, we do require that this Participation Agreement be read, filled out, signed and dated by the group leader for the group to participate in the activities that occur at Indian Hills.

The undersigned has asked Indian Hills Christian Camp ("IHCC") to allow the individual/group named below, sometimes referred to herein as the "participant", to participate in the Event and the activities offered at IHCC. Activities may include, but are not limited to, Archery, Paintball Range, Swimming, Zip Line, riding the BMX track, Biking, and strenuous competition games. If the participant named below is a minor, or the group includes participants which are minors, the undersigned hereby authorized IHCC to allow said minor to participate in all activities offered by IHCC. The undersigned a) acknowledges that participation in the Event and the offered activities involves a number of risks, including possible exposure to and illness from infectious diseases such as COVID19; b) acknowledges that participation in the Event and the offered activities involves physical exertion and other risks; c) is aware of the possibility of risk of injury and/or illness to individuals participating in the Event and participating or observing the activities; d) is aware that such risk of injury and/or illness includes, but is not limited to, risk of permanent disability, blindness, loss of hearing, or death; e) recognizes the need for each participant to follow all rules and directions given by any Staff Member; f) understand that each participant shall be required to wear any safety gear deemed necessary by IHCC and that it is the responsibility of each participant to do so; g) warrants that the physical and mental condition of the participant will enable him/her to participate safely in each of the activities listed above; h) understands and acknowledges that other risks to which the participant may be exposed include, but are not limited to, snake bite, insect bites and stings, exposure to poisonous plants, as well as risks associated with traveling along mountain roads and inclement weather.

The undersigned, individually and on behalf of their group and any minor participants named below, hereby waives and releases IHCC and its officers, directors, employees, agents, and insurers, and each of them, from any and all claims, demands, actions, causes of action and rights, (contingent, accrued, inchoate, or otherwise), which may arise out of, or in connection with, the participant's attendance at the above-referenced Event and/or any activity engaged in by the participant while attending the Event, including but not limited to any claim arising from or related to a physical injury sustained or infectious disease contracted by the participant, whether such claim is based upon IHCC's active or passive negligence or otherwise.

In addition, the undersigned agrees to defend and hold IHCC harmless from and against any and all claims, liabilities, expenses, damages, losses, causes of action, and suits (including, without limitation, attorney's fees and costs) arising out of, or any way related to, the participant's attendance at the above-referenced Event and/or any activity engaged in by the participant while attending the Event, including but not limited to any claim arising from or related to a physical injury sustained or infectious disease contracted by the participant, whether such claim is based upon IHCC's active or passive negligence or otherwise.

The undersigned hereby gives permission to IHCC to use any photographs, videos, and/or audio recordings of the participant for promotional materials, including the IHCC web site postings, without expectation of compensation, including but not limited to, any royalties, proceeds, and/or benefits derived from such photographs, videos, or audio recordings.

The undersigned hereby acknowledges that IHCC does not provide medical personnel and agrees that the undersigned shall be responsible for a) providing any emergency transportation required by the participant named below, and b) paying any medical and hospitalization costs incurred while attending the event. You grant permission to medical personnel to order X-rays, routine tests, and treatment for your health, and in the event that the participant is unable to assent during an emergency, the participant hereby gives permission to the attending medical personnel to hospitalize, secure proper treatment, and to order medical procedures and treatment as deemed necessary.

By signing this General Release and Waiver of Rights, the undersigned represents and warrants to IHCC that he/she is of legal age and competence to give a valid release on his/her behalf and, if signing on behalf of a group or of a minor participant, is the designated group leader or is the parent or legal guardian of the minor participant and has full authority to give a valid release on behalf on such minor. **ALSO, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS TO IHCC THAT THE PARTICIPANT'S PARTICIPATION IN THIS EVENT IS ENTIRELY VOLUNTARY AND IS NOT REQUIRED BY THE SCHOOL OR FOR ANY CLASS OR COURSE IN WHICH THE ATTENDEE MAY BE INVOLVED, OR BY ANY OTHER GROUP SPONSORING THE EVENT OR PROGRAM.**

Group Leader's name _____ Date of Birth _____ Dates of Camp _____

GROUP (Church, School, etc.):_____

Group Leader's signature

_____

Contact Phone (Home) _____ (Work) _____

Date _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: SUBSCRIPTION AGREEMENT WITH NEXTGENMATH, LLC FOR A FREE PILOT OF THE NEXTGENMATH.COM PLATFORM

BACKGROUND INFORMATION:
The NextGenMath.com platform provides rigorous and unlimited Common Core Math practice organized by claims, targets, standards, and/or question stems that can be delivered to students from the district, site, or teacher level. Educators utilize this platform in a variety of ways, including supplementing core curriculum throughout the academic year, providing ongoing targeted intervention below, at, or above grade level, and providing standards-specific summer school programs with a progression or coherence approach.

NextGenMath, LLC will provide our District a free pilot to www.nextgenmath.com along with a complimentary 60-90 minute professional development training for teachers and administrators. During the pilot, our schools will have access to the following areas of the platform:

- Common Core Assessments
- Targets
- Standards Practice
- Conceptual Understanding
- Procedural Fluency Tiles

RECOMMENDATION:
Approve the subscription agreement with NextGenMath, LLC for the free pilot of the NextGenMath.com platform as a supplemental math program at no cost to the District

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.14: Continue to 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 for all students including unduplicated students.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget? ☐ Yes ☐ No

Requisition #

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

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

Free Pilot NextGenMath.com Subscription Agreement
Between NextGenMath, LLC and San Ysidro Elementary School District
March 1, 2023

NextGenMath, LLC will provide the San Ysidro Elementary School District a Free Pilot to www.nexgenmath.com. The Free Pilot will begin after this proposal is approved by the San Ysidro Elementary School District. The Free Pilot will conclude on April 31st, 2023 or may be extended by mutual agreement between NextGenMath.com and the San Ysidro Elementary School District.

Administrators, teachers and K-8 students will be rostered into NextGenMath.com via Clever. NextGenMath.com follows the California Student Data Privacy Policy.

NextGenMath, LLC will provide a complementary 60–90 minute professional development training for teachers and administrators which commences with the Free Pilot. Training dates and times will be arranged by mutual agreement between NextGenMath.com and the San Ysidro Elementary School District.

The School and/or District will have access to these five areas of the platform, Common Core Assessments, Targets, Standards Practice, Conceptual Understanding & Procedural Fluency Tiles. The Performance Tasks Tile is excluded from the 30-Day Free Pilot.

San Ysidro staff will be able to utilize the platform in its full-functionality (except for Performance Tasks) as if the school-site purchased a subscription. If the school site or district decides to purchase the nextgenmath.com subscription with a purchase date within the current school calendar year, all data and assignments created during the will be made available to San Ysidro Elementary School District staff and students for the remainder of the school-year.

Created Assignments in the Assignment Bank will be made available for the next school year with a subscription purchase. At any time this agreement may be terminated by San Ysidro Elementary School District.

All NextGenMath.com resources are copyright protected and may only be used during the pilot period or with an active subscription. At any time this agreement may be terminated the San Ysidro Elementary School District.

Joost J. deMoes 03/01/2023			
Signature	Date	Signature	Date
NextGenMath, LLC		San Ysidro Elementary School District	
Authorized Signer		Authorized Signer	
Joost DeMoes	President		
Name	Title	Name	Title

CALIFORNIA STUDENT DATA PRIVACY

AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

San Ysidro Elementary School District

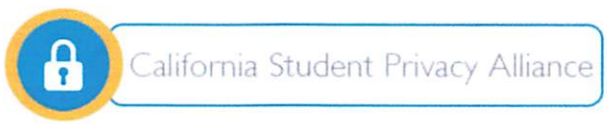
AND

Provider:

NextGenMath, LLC

Date:

March 10, 2023



This California Student Data Privacy Agreement ("DPA") is entered into by and between the San Ysidro Elementary School District (hereinafter referred to as "LEA") and NextGenMath, LLC (hereinafter referred to as "Provider") on March 10, 2023. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated March 10, 2023 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

   An annual subscription to nextgenmath.com for grades K-8

3. **Student Data to Be Provided**. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. **Third Party Request**. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

    a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

    b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

a. **Passwords and Employee Access**. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

b. **Destruction of Data**. Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols**. Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. **Employee Training**. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. **Security Technology**. When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. **Security Coordinator**. If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

h. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

i. The name and contact information of the reporting LEA subject to this section.
ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

c. At LEA's discretion, the security breach notification may also include any of the following:

i. Information about what the agency has done to protect individuals whose information has been breached.
ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .

2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.

4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Joost DeMoes
Title: President

Contact Information:
11278 Los Alamitos, Blvd #733, Los Alamitos, CA 90720
joost@nextgenmath.com
661-201-3236

The designated representative for the Provider for this Agreement is:

Name: _____
Title: _____

Contact Information

_____
_____
_____

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Joost DeMoes
Title: President

Contact Information:
11278 Los Alamitos, Blvd #733, Los Alamitos, CA 90720
joost@nextgenmath.com
661-201-3236

6. **Entire Agreement**. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: NextGenMath, LLC

BY: _____ Date: March 10, 2023

Printed Name: Joost DeMoes Title/Position: President

Local Education Agency: San Ysidro Elementary School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Free Pilot or Annual Subscription to NextGenMath.com for Students in Grades K-8

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	No
	Other application technology meta data-Please specify:	No
Application Use Statistics	Meta data on user interaction with application	Google Analytics monitor page hits
Assessment	Standardized test scores	No
	Observation data	No
	Other assessment data-Please specify:	nextgenmath.com data
Attendance	Student school (daily) attendance data	No
	Student class attendance data	No
Communications	Online communications that are captured (emails, blog entries)	No
Conduct	Conduct or behavioral data	No
Demographics	Date of Birth	No
	Place of Birth	No
	Gender	No
	Ethnicity or race	No
	Language information (native, preferred or primary language spoken by student)	No
	Other demographic information-Please specify:	No
Enrollment	Student school enrollment	Yes
	Student grade level	Yes
	Homeroom	No
	Guidance counselor	No
	Specific curriculum programs	No
	Year of graduation	No
	Other enrollment information-Please specify:	N/A
Parent/Guardian Contact Information	Address	No
	Email	No
	Phone	No

Parent/ Guardian ID	Parent ID number (created to link parents to students)	No
Parent/ Guardian Name	First and/or Last	No
Schedule	Student scheduled courses	No
	Teacher names	Yes
Special Indicator	English language learner information	No
	Low income status	No
	Medical alerts /health data	No
	Student disability information	No
	Specialized education services (IEP or 504)	No
	Living situations (homeless/ foster care)	No
	Other indicator information- Please specify:	No
Student Contact Information	Address	No
	Email	No
	Phone	No
Student Identifiers	Local (School district) ID number	Yes
	State ID number	Optional
	Provider/App assigned student ID number	No
	Student app username	Yes
	Student app passwords	Yes
Student Name	First and/or Last	Yes
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	No
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	No
Student Survey Responses	Student responses to surveys or questionnaires	No
Student work	Student generated content; writing, pictures etc.	Yes, drawing tool
	Other student	No

	work data - Please specify:	
Transcript	Student course grades	No
	Student course data	No
	Student course grades/perfor-mance scores	No
	Other transcript data -Please specify:	N?A
Transportation	Student bus assignment	No
	Student pick up and/or drop off location	No
	Student bus card ID number	No

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	N/A

No Student Data Collected at this time _____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9,2023

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

FROM:
Willow School
Maria Rodriguez, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO NATURAL HISTORY MUSEUM

BACKGROUND INFORMATION:
The theme of the San Diego Natural History Museum is Fossil Tales of San Diego, which is a 60-minute performance with rotating stations. This region has a rich fossil record. Student's will investigate San Diego's past by trekking through 75 million years of geologic history. Interpret Museum murals and describe how the flora, fauna, and climate have changed over millions of years. Identify types of geologic plate movement by interacting with Museum models and attempt to solve the mysteries that remain as you explore fantastic fossils found in San Diego County which includes stations for exploring, oceans from the coast to the deep, pond pals, and ecologic time as rocks and fossils form the Earth's crust. Model the rock cycle and discover the patterns of fossil formation. They will also have some introductory materials that connect to common learning themes.

Willow School would like to use two days and two assemblies as an educational experience and perseverance performance that encourages communication from some students. Assembly times are 9:30am-10:30am and 10:45am-11:45am on Tuesday, April 4, 2023 and Tuesday, April 11, 2023.

RECOMMENDATION:
Approve the agreement with San Diego Natural History Museum to provide an educational experience regarding the Fossil Tales of San Diego for students of Willow School at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal #3: School Culture and Student Engagement ~ 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 2022-2023 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

MEMORANDUM OF UNDERSTANDING FOR GUEST SPEAKER

San Diego Natural History Museum (SPEAKER)
and San Ysidro School District (DISTRICT), mutually agree to the following:

1. Purpose:

Motivational and Educational presentation for Willow Elementary School students. The goal would be to motivate students through positive messages during assembly or classroom presentation(s) by SPEAKER.

2. Scope of Services:

SPEAKER will provide an assembly/presentation related to **San Diego's Fossil Tales (Order Number 124866771).** The presentation(s) will be held at Willow Elementary School on a date and time agreed upon by both Parties during the remainder of school year 2022-23. Tentatively scheduled for April 8, 2023 and April 11, 2023.

SPEAKER and SPEAKER's representatives/assistants are required to sign-in/out in the school's main office and to be available before the event for any requested instruction, setup and/or meeting to properly understand DISTRICT's requests, expectations, content, behavior and safety protocols. SPEAKER will provide to DISTRICT an outline of event before the event.

3. Compensation:

Presentations are at no cost to the DISTRICT. The District is not responsible for any expenses.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. School Safety Certification Forms – Refer to Exhibit A

6. Release of Liability Waiver – Refer to Exhibit B

7. Insurance – Refer to Exhibit C for insurance coverage information.

8. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of event stated in Section 2, above.

9. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.

SAN DIEGO NATURAL HISTORY MUSEUM
GUEST SPEAKER

Signature: _____Date: _____

Name: _____

Address:_____

Telephone: _____

Email: _____

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173 Board approved: _____
(619) 428-4476

SYSD CONTACT PERSONS:

Maria Rodriguez
Principal, Willow School
(619) 428-4476 ext. 3799
Maria.rodriguez@sysdschools.org

Erika Aviles
Administrative Secretary
(619) 428-4476 ext. 3797
Erika.aviles@sysdschools.org

EXHIBIT A

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **SPEAKER and/or SPEAKER's representatives may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), SPEAKER shall require their employees and/or agents and students, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such SPEAKER employees, agents or other have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) SPEAKER shall not permit any employee, agent or other to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) SPEAKER certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) SPEAKER shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by SPEAKER's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting SPEAKER from using employees, agents or other who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) SPEAKER's individuals/employees and/or others who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the SPEAKER's employees/individuals and/or others performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the SPEAKER's employees-individuals and/or others performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company/Organization Name: _____

Name/Title of Authorized Representative (Print): _____

Signature: _____ Date: _____

EXHIBIT B

SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I,_____(Print - Name of participant) the undersigned, agree to the following:

_____*(initials)* 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(initials)* 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(initials)* 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____*(initials)* 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____*(initials)* 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: (*All sections must be completed.)*

Participant:

Signature	Date
Print Name	Phone

Organization: _____

Note: Please include Business Card if available.

Participant's Address: _____

_____

Telephone/Mobile: (_____)_____

Event Description/Purpose: _____

Date of Event: _____ Time: From_____To: _____

Location of Event: _____

IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

Signature	Date
Parent/Guardian Name	Phone

Please return completed forms to the Business Services Office at least one week before the event.
~ Thank you

EXHIBIT C

INSURANCE:

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ❑ **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.

   ❑ **Additional Insured Endorsement**

2. ❑ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ❑ **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include

   ❑ **WC waiver of subrogation endorsement in favor of San Ysidro School District.**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9,2023

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

FROM:
Willow School
Maria Rodriguez, Principal

☐ Informational
☒ Action

AGENDA ITEM: GUEST SPEAKER AGREEMENT WITH THE SAN DIEGO ZOO WILDLIFE ALLIANCE

BACKGROUND INFORMATION:
The San Diego Zoo Wildlife Alliance is providing an in-class "Wild at Heart", performance. Wild at Heart blends social-emotional learning concepts with Next Generation Science Standards to inspire empathy for wildlife in our youngest students. The program will include a presentation with San Diego Zoo Educators in the classroom with interactive activities and an up-close wildlife presentation. They will also have some introductory materials that connect to common learning themes.

Willow School would like to use this presentation for three classes as an educational experience and perseverance performance that encourages communication from some students on Thursday, April 13, 2023 (45 minutes each class).

RECOMMENDATION:
Approve the agreement with San Diego Zoo Wildlife Alliance to provide an educational experience performance "Wild at Heart" to students of Willow School on April 13, 2023 at no cost to the district.

LCAP GOAL AND ACTION/SERVICE:
Goal #3: School Culture and Student Engagement ~ 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 2022-2023 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

MEMORANDUM OF UNDERSTANDING FOR GUEST SPEAKER

SAN DIEGO ZOO WILDLIFE ALLIANCE (SPEAKER)
and San Ysidro School District (DISTRICT), mutually agree to the following:

1. Purpose:
Motivational and Educational presentation for Willow Elementary School students. The goal would be to motivate students through positive messages during an assembly presentation(s) by SPEAKER.

2. Scope of Services:
SPEAKER will provide an assembly/presentation in-classroom program "Wild at Heart" which blends social-emotional learning concepts with Next Generation Science Standards to inspire empathy for wildlife in our youngest students. In-person Classroom Program – Zoo educators visit the classroom with a wildlife ambassador. Students will also participate in a field trip to the San Diego Zoo for a program with Zoo Educators, followed by independent exploration time. The tentative date for the In-class presentation is April 13, 2023.

On April 13, 2023, SPEAKER and SPEAKER's representatives/assistants are required to sign-in/out in the school's main office and to be available before the event for any requested instruction, setup and/or meeting to properly understand DISTRICT's requests, expectations, content, behavior and safety protocols. SPEAKER will provide to DISTRICT an outline of event before the event.

3. Compensation:
Presentations are at no cost to the DISTRICT. The District is not responsible for any expenses.

4. Indemnification and Hold Harmless:
SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. School Safety Certification Forms – Refer to Exhibit A

6. Release of Liability Waiver – Refer to Exhibit B

7. Insurance – Refer to Exhibit C for insurance coverage information.

8. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of event stated in Section 2, above.

9. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.

SAN DIEGO ZOO WILDLIFE ALLIANCE
GUEST SPEAKER

Signature: _____Date: _____

Name: _____

Address:_____

Telephone: _____

Email: _____

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173 Board approved: _____
(619) 428-4476

SYSD CONTACT PERSONS:

Maria Rodriguez
Principal, Willow School
(619) 428-4476 ext. 3799
Maria.rodriguez@sysdschools.org

Erika Aviles
Administrative Secretary
(619) 428-4476 ext. 3797
Erika.aviles@sysdschools.org

Marisa Dorado
Teacher
Marisa.dorado@sysdschools.org

EXHIBIT A

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **SPEAKER and/or SPEAKER's representatives may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), SPEAKER shall require their employees and/or agents and students, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such SPEAKER employees, agents or other have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) SPEAKER shall not permit any employee, agent or other to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) SPEAKER certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) SPEAKER shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by SPEAKER's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting SPEAKER from using employees, agents or other who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) SPEAKER's individuals/employees and/or others who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the SPEAKER's employees/individuals and/or others performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the SPEAKER's employees-individuals and/or others performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company/Organization Name: _____

Name/Title of Authorized Representative (Print): _____

Signature: _____ Date: _____

EXHIBIT B

SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities"), other than during the normal duty day, I,_____(Print - Name of participant) the undersigned, agree to the following:

_____*(initials)* 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(initials)* 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____*(initials)* 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____*(initials)* 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____*(initials)* 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I Have Read And Understand This Release: (*All sections must be completed.)*

Participant:

Signature	Date
Print Name	Phone

Organization: _____

Note: Please include Business Card if available.

Participant's Address: _____

_____

Telephone/Mobile: (_____)_____

Event Description/Purpose: _____

Date of Event: _____ Time: From_____To: _____

Location of Event: _____

IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

Signature	Date
Parent/Guardian Name	Phone

Please return completed forms to the Business Services Office at least one week before the event.
~ Thank you

EXHIBIT C

INSURANCE:

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ❑ **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.

   ❑ **Additional Insured Endorsement**

2. ❑ **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ❑ **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include

   ❑ **WC waiver of subrogation endorsement in favor of San Ysidro School District.**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SCHOOL INNOVATIONS & ADVOCACY, INC. FOR SCHOOL ACCOUNTABILITY REPORT CARD SERVICES

Pursuant to California Education Code Section 35160, districts are authorized to retain services for the preparation of School Accountability Report Cards (SARC). In order to be compliant with Education Code Section 35160, the District will retain the services of School Innovations & Advocacy, Inc. to assist with the preparation of the 2022-23 School Accountability Report Cards (SARC) to be published during the 2023-24 school year.

RECOMMENDATION:
Approve the agreement with School Innovations & Advocacy, Inc. for the preparation of the School Accountability Report Cards (SARC) at the total cost of $8,300.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 5: Parent Engagement ~ Action 5.4: Improve home--school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events. Including providing access to families with primary language supports and modes for access.

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

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

$8,300.00	General Fund
(Amount)	(Name of funding source and/or location)

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

School Innovations & Achievement

SCHOOL ACCOUNTABILITY REPORT CARD SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And the
SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

THIS AGREEMENT, dated March 10, 2023, 2023 (the "Agreement") is made by and between San Ysidro Elementary School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain services for the preparation of school accountability report cards ("SARC") pursuant to the California Education Code Section 35160; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing the above described service and SI&A is qualified to perform such service;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Term**. This Agreement begins July 1, 2023 (the "Effective Date") and will automatically expire on June 30, 2024.

2. **Services**.

   Description of Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Term:

   2.1 Compile the 2022/23 SARC (in English) for each school site as indicated in Exhibit C – Price Quote for Services ("School Sites"). This compilation of SARC includes, but is not limited to, the following: (a) an assessment of the school's conditions pursuant to Proposition 98, (b) California Education Code Sections 17002, 17014, 17032.5, 17070.75, 17089, 32286, 52056, 60119, 33126, 35256, 35256.1, 35258, 41409 and 41409.3, (c) California Department of Education changes to the SARC per *Eliezer Williams, et al., vs. State of California, et al.,* and (d) Title I, Section 1111(b)(2)(H). Upon District's request, SI&A may translate the SARC into a different language for an additional fee, as indicated in Exhibit C – Price Quote for Services;

   2.2 In each SARC, disclose the salary and budget information for districts that operate more than one (1) School Site, pursuant to the California Education Code Section 41409.3;

   2.3 Provide District with one (1) hard copy of the SARC for each School Site and an Adobe Acrobat Reader PDF file. Additional copies are outside the Initial Scope of Services (as defined in Exhibit A – Standard Terms and Conditions, Section 1), however, upon District's request, more copies will be provided for an additional fee, which shall be billed separately;

2.4 Serve as District's liaison with the California Department of Education and other government entities regarding (a) information requests, (b) clarifications, or (c) compliance reviews that may occur;

2.5 Maintain appropriate record keeping practices per State regulations;

2.6 Prior to finalizing the SARC, SI&A shall verify the propriety and accuracy of the information contained therein with District. District shall be entitled to a maximum of three (3) reviews and three (3) revisions of the draft version of the SARC prior to publishing within the Initial Scope of Services and Fees (as defined in Exhibit A – Standard Terms and Conditions). Revisions within the Initial Scope of Services include, but are not limited to, changes to State or district data. If District's proposed changes exceed either the Initial Scope of Services or the three (3) revisions maximum, the Parties shall execute an amendment to the Agreement and additional fees shall apply. In such event, SI&A shall provide District with an Agreement amendment describing the additional amounts of time and fees of the proposed revisions for District's review, approval and signature. SI&A will not perform additional services until such amendment is executed. Requests for additional revisions submitted after the Production Schedule (as defined in Exhibit B – SARC Format Checklist) may cause a delay of the final SARC delivery and result in additional fees under this Agreement; and

2.7 Complete delivery of the final SARC per the agreed upon Production Schedule (as defined in Exhibit B – SARC Format Checklist).

3. **Payment of Fees**.

3.1 Fees. For Services provided pursuant to the terms of this Agreement as indicated in Exhibit C, District agrees to pay SI&A **$8,300** (the "Fee"), as indicated in Exhibit C – Price Quote for Services.

3.2 Payment Plan. The Fee is payable as follows:

	FY 2023/2024 **Due 07/01/2023**
Standard Annual Fee	**$8,300**

4. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services attached hereto as Exhibit C, is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

5. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

6. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

SCHOOL INNOVATIONS & ACHIEVEMENT

Signature:	
Date Signed:	2/24/2023
Print Name:	Matthew Hom
Title:	Controller
Company:	School Innovations & Achievement
Address:	5200 Golden Foothill Parkway
	El Dorado Hills, CA 95762
Phone:	(800) 487-9234
Fax:	(888) 487-6441

DISTRICT:

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

Signature:	
Date Signed:	
Print Name:	Marilyn Adrianzen
Title:	Chief Business Official
Address:	4350 Otay Mesa Road
	San Ysidro, CA 92173
Phone:	(619) 428-4476
Fax:	(619) 690-4409 (EdServ)
Email	marilyn.adrianzen@sysdschools.org

Board approved:

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor**. SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Term, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.

2. **Payment**. For purposes of the Agreement, the price of products and services set forth on the Products and Services Addendum and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.

3. **Termination**. Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than sixty (60) days prior to expiration of the current agreement year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.

4. **Notice**. All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.

5. **District's General Responsibilities; District Acknowledgment**. During the Agreement Term, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines,; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.

6. **Further Assistances**. Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

7. **Assignment Prohibited**. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.

8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code; and Other Privacy Related Laws.**

   a. FERPA and California Educational Code and California Education Code. SI&A may have limited access to student data or information only for purposes of providing the services specified in the Agreement. SI&A performs the Services as an independent contractor of District. SI&A, its officers and employees, shall comply at all times with the Family Educational Rights and Privacy Act and, for any **California District**, California Education Code sections 49073 et seq. and/or sections 76240 et seq., as applicable. Further to the requirements of California Education Code section 49073.1, as applicable, SI&A and District agree that (a) any and all "Pupil records" (as that term is defined in Education Code section 49073.1 and hereinafter referred to as "Pupil Records") disclosed or transmitted to SI&A remain the property of District and under the control of District; (b) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District or any information in those pupil records for any purpose other than those required or specifically permitted by the Agreement; (c) SI&A shall not disclose any Pupil Records disclosed or transmitted to SI&A by District to any third party; (d) SI&A shall dispose of the Pupil Records according to Section 16 below; and (e) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District to engage in targeted advertising. The procedures (a) created by District to comply with the requirements of Education Code section 49073.1 and (b) used by SI&A to ensure the security and confidentiality of Pupil records are listed or referenced in Exhibit D to the Agreement. Notwithstanding the foregoing, District grants to SI&A a perpetual, exclusive, royalty-free license to use de-identified District Data and "Deidentified information" (as defined in Education Code section 49703.1) for any purpose allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.

   b. Student Online Personal Information Protection Act ("SOPIPA"). SI&A does not knowingly use "Covered information" (as defined in Cal. Bus. & Prof. Code §§22584 to 2258 and hereinafter referred to as "Covered Information") or persistent unique identifiers for targeted advertising. SI&A does not knowingly develop student profiles with Covered Information or persistent unique identifiers, or sell or disclose Covered Information unless exceptions under SOPIPA apply.

   c. California Consumer Privacy Act ("CCPA"). SI&A is a "service provider" (as defined under Cal. Civ. Code §1798.140(v) and hereinafter referred to as "Service Provider"). SI&A, as a Service Provider, does not further collect, sell, or use the "personal information" (as defined under Cal. Civ. Code §1798.140 (o)) except as necessary to perform obligations under the Agreement.

9. **Confidential and Proprietary Materials of SI&A**. During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Term, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.

10. **Limitation of Liability; Indemnification**. In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this Section 10, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this Section 10 shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.

11. **Governing Law; Enforcement Costs**. The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.

12. **Judicial Reference**. In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

13. **Modification; Interpretation; Severability; Construction**. No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall

have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.

14. **Waiver.** Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

15. **Force Majeure.** A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B

School Innovations & Achievement

Please complete the following to enable SI&A to best manage District's expectations and SARC layout preferences.

1. **Page Layout:**
   _X_ Single-Sided
   _____ Double-Sided

2. **Colors:**
   _____ Anthem (red, white, and blue)
   _____ Nantucket (shades of blue)
   _____ Coastal (blues and greens)
   _____ Greenhouse (greens and yellow)
   _____ Tide Pool (shades of teal)
   _X_ Other - please list 2-3 colors here: Same as last year.

3. **Photos:**
   _X_ Stock SI&A Photos
   _X_ District Supplied Photos*

   ** SI&A may work with several of the District's school photos, supplied in digital format (such as a .jpeg or .gif file). The photos will run in color. If the pictures are of students, there must be a parental consent on file to use the photos in the SARC.*

4. **District's SARC Contact:**
   Name: Elizabeth Originales
   Telephone: (619)428-4476 Ext. 3019
   E-mail: elizabeth.originales@sysdschools.org
   Physical Address: 4350 Otay Mesa Road, San Ysidro CA 92173
   (address where your SARC package will be mailed)

5. **Production Schedule and Deadlines:**

   a. Following SI&A's receipt of the signed Agreement, SI&A's SARC Department shall contact District to discuss and finalize the Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the SARC.

   b. Critical phases of the Production Schedule include the following:
      i. Questionnaires to be completed by District and submitted to SI&A;
      ii. SI&A's initial SARC draft sent for District's review;
      iii. District's requested revisions of SARC provided to SI&A; and
      iv. SARC is published and shipped.

6. **Translation Services:** If District has contracted for any translation services, these services require additional time to complete after all English SARCs are completed.

If you have any questions, please call Sybil Pearson at (800) 487-9234.
The SARC Production Team looks forward to working with you!

EXHIBIT C

PRICE QUOTE FOR SERVICES

STANDARD ANNUAL FEE

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	7	635	$4,445
Spanish Translation	7	555	$3,885
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			**$8,300***
***Annual fee rounded to nearest $100**			

SCHOOL SITES

La Mirada Elementary
Ocean View Hills
San Ysidro Middle
Smythe Elementary
Sunset Elementary
Vista Del Mar
Willow Elementary

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 9, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH J&G SONS INC. DBA TAQUIZAS LOS CHUCHYS

BACKGROUND INFORMATION:
During the school year, the District would like to recognize staff and students for their accomplishments. On occasions a celebration event includes food catering services. The District would like to have Taquizas Los Chuchys as an authorized vendor for such events. They offer delivery and on-site catering services. Services being provided are on an "as needed" basis and optional.

Term: March 10, 2023 to June 30, 2024

RECOMMENDATION:
Approve the agreement with J&G Sons, Inc. dba Taquizas Los Chuchys to provide catering services for school-related events on an "as needed" basis. Cost implications will be paid from school donation accounts.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	Various Donations Accounts
(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

SERVICE AGREEMENT

This agreement is made and entered into this _____ day of _____, by and between the San Ysidro School District, hereinafter called the "District", and

Taquizas Los Chuchys	619-649-1997
Company/Vendor	Telephone Number
713 Broadway, Suite I, Chula Vista, CA 91910	Taquizasloschuchys.com
Address	Website

hereinafter referred to as "Vendor."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Vendor shall provide those services specified in the Vendor Services Documentation ("attached documents") attached hereto as ***EXHIBIT "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Vendor represents and warrants that Vendor is a provider of first class work and services and Vendor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Vendor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class companies performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Vendor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Vendor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Vendor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: March 10, 2023 To: June 30, 2024

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Vendor for the specified services as reflected on ***EXHIBIT A*** during this contract term.

2.2 PAYMENTS
Vendor shall submit to District an itemized invoice which indicates work completed by Vendor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Vendor within 30-days of receipt of an acceptable invoice from Vendor.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Vendor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Vendor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Vendor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Vendor anticipates and that Vendor shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF VENDOR

4.1 ORGANIZATION
Vendor shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Vendor shall make every reasonable effort to maintain the stability and continuity of Vendor's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Vendor agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, Vendors and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Vendor shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all of Vendor's employees and subVendors shall have sufficient skill and experience to perform the Services assigned to them. Vendor further represents that it, its employees and subVendors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Vendor's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Vendor's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Vendor and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT VENDOR & ADDITIONAL PERSONNEL
Vendor is retained as an independent contractor and is not an agent or employee of the District. No employee or agent of Vendor shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Vendor shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and

control. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in ATTACHMENT NO. 2 to this agreement. Vendor shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Vendor shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Vendor shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subVendor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Vendor shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** (If applicable) Insurance appropriates to the Vendor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Vendor's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Vendors or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Vendor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Vendor.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Vendor's/SubVendor's/Subcontractors' insurance. **If Blanket Endorsement, it must include policy number and insured's name.**

Primary Coverage

For any claims related to this contract, the **Vendor's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Vendor/SubVendor/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Vendor may acquire against the District by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Vendor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Vendor/SubVendor/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Vendor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Vendor may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Vendor shall be entitled to no further compensation. Vendor may not terminate this Agreement except for cause.

(2) Vendor's Termination for Cause. This Agreement may be terminated by the Vendor upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Vendor shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Vendor shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Vendor to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Vendor in connection with the performance of Services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY (If applicable)

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Vendor pursuant to this Agreement, shall be the sole property of the District, except that Vendor shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and

any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Vendor/Service Provider from LEA/District continue to be the property of and under the control of the District. The Vendor will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Vendor will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Vendor shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Vendor shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Vendor certifies that a pupil's records shall not be retained or available to the Vendor upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Vendor to ensure compliance with FERPA.
- Vendor shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Vendor shall provide adequate staff and resources to facilitate all Vendor activity. Should Vendor fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Vendor for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Vendor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, Vendors or agents in connection with the performance of the Vendor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Vendor, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Vendor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Vendor shall not be permitted to have any contact with District pupils until such time as Vendor has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete ATTACHMENT NO. 1 - School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for **Tuberculosis (TB) Clearances** to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Vendor and/or its employees will have limited contact with District pupils or if Vendor and/or its employees will be supervised at all times by District staff.

If food service is included in this Agreement, a copy of the County of San Diego, Food Handlers Permit shall be provided.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

VENDOR:	**J&G SONS INC. dba Taquizas Los Chuchys**	
Name:	Maria Avila	
Title:	Manager	
Address:	713 Broadway, Suite I	
City/State/Zip Code:	Chula Vista, CA 91910	
Telephone:	619-649-1997	
Email:	loschuchys@hotmail.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Patricia Caro
Title:	Chief Business Official	Executive Secretary – Business
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Patricia.caro@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Vendor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

VENDOR

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 02-24-23

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Vendor's employees and/or SubVendors/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Vendor shall require their employees, including the employees of any sub-Vendor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Vendor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Vendor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Vendor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Vendor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Vendor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Vendor's individuals/employees and/or SubVendors/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Vendor's employees/individuals and/or SubVendors/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Vendor's and SubVendor's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

These services are optional and at Principal's and District's discretion for school-related events for staff and/or students. This is to authorize the Vendor "Los Chuchys" to conduct business on District facilities. The order forms require School Principal and District's authorized representative (CBO) signatures.

- Vendor will provide a current County of San Diego Health Department Food Handlers Permit before providing services.
- Chuchys employees' must wear protective masks and gloves during the event.
- If the event includes students/children, a Certificated staff member and/or a parent/guardian must accompany student(s) at all times.

Effective May 1, 2023-2024

Taquizas Los Chuchys catering ONSITE service. Cooking onsite is authorized in a safe outdoor area.

Attached you may find a blank order detailed with what this package includes. There is also a page listing Extras that can be added to the package at additional cost. If moving forward with an order, please complete the order form and email it to loschuchys@hotmail.com within 5 days. An email does not secure your date.

We have a price of $16.00 per person. The smallest package or minimum order is $800.00 plus tax for the first 50 people. No smaller package is available for ONSITE service. You may increase to the next packages up, 65 people ($1,040.00 plus tax), 75 people ($1,200.00 plus tax), or 90 people ($1,440.00 plus tax). The service may run up to 2 hours, this is not counting the prep time prior to service.

The package for 100 people has a price of $1,600.00 plus tax. You may increase our next packages up, 120 people ($1,920.00 plus tax & gratuity), 135 people ($2,160.00 plus tax & gratuity) or 150 people ($2,400.00 plus tax & gratuity). The service may run up to 3 hours, this is not counting the prep time prior to service.

Drink Flavors - 2 for every 50 ppl
Horchata, Jamaica, Tamarindo, Lemonade, Lemonade w/ Cucumber, Strawberry, Cantaloupe, Watermelon, Pineapple

- No reservation payment will be required to reserve the order.
- No Travel fee will apply.
- Payment is due on the day of the event.

J&G SONS INC.
DBA Taquizas Los Chuchys
loschuchys@hotmail.com
713 Broadway Ste I
Chula Vista CA 91910

(619) 649-1997 or (619) 292-9491
Monday - Saturday 10:00 am - 6:00 pm

Contact Information

Name: Phone:
Email:
Billing Address:
Driver's License or Tax ID #:

Event Information

Date of Event:
Name: Phone: 2nd Phone:
Event's Full Address:
Identify Location - Residence, Park, Venue, Business: **(Are we allowed to cook onsite? We cook/serve outdoors, use charcoal and propane, and only use our supplies) (Where will we be setting up?)**
Number of people: **(May only increase, not decrease)**
Approx arrival time:
Food ready by:
Finish time:
NOTES:

Although we try to be as accurate as possible, the customer is responsible for the final review.

MENU

Meats Included

- **Grilled Beef, Chicken, Marinated pork** (Al pastor)
  Notes:

Carnes Incluidas

- **Carne asada, Pollo, Adobada** (puerco marinado)
  Notes:

Service Table Includes

Handmade Corn Tortillas
Monterey Jack Cheese (quesadillas)
Smashed avocado - Cilantro - Onions
Limes - Radishes - 2 Salsas (Mild & Hot)
Grilled onions and peppers - Cactus Salad
Rice and Whole Beans (complimentary)
White Foam Plates - Napkins
White Plastic Cups and Forks

Mesa de Servicio Incluye

Tortillas de maíz hechas a mano
Queso Monterey Jack (quesadillas)
Guacamole - Cilantro - Cebolla
Limón Verde - Rábanos - 2 Salsas (Roja y Quebrada)
Chiles y Cebollas Asadas - Ensalada de Nopales
Arroz y Frijoles de la olla (cortesía)
Platos Blancos Foam - Servilletas
Vasos y Tenedores Blancos Plastico

Fresh Flavored Water - 2.5 gallons each

HORCHATA	HIBISCUS	TAMARIND
LEMONADE	STRAWBERRY	WATERMELON
CANTALOUPE	PINEAPPLE	CUCUMBER/LEMONADE

Select 1 for every 25 people

Aguas Frescas - 2.5 galones cada una

HORCHATA	JAMAICA	TAMARINDO
LIMONADA	FRESA	SANDIA
MELON	PINA	PEPINO/LIMON

Elija 1 por cada 25 personas

Please read: Terms and conditions (disponible en Espanol)

RESERVATION PAYMENT, POSTPONEMENT AND CANCELLATION

- A 30% NON-REFUNDABLE reservation payment is required in advance to save the date. NO EXCEPTIONS to covid, delta and/or emergencies.
- Cards, checks and cash are accepted for the 30% reservation payment. ANY additional payment over the 30% required will have a 3% transaction fee.
- We follow up with calls and/or emails to confirm details about a week prior. If there is no answer, we will still show up to an event with a reservation payment. If you decided to not have the event and didn't notify, you will be responsible for paying for the full balance.
- PERSONAL EVENT, the remaining balance must be paid CASH ONLY, the day of the event. NO personal checks will be accepted.
- COMPANY EVENTS, for the remaining balance if using a card, it must be done at least 3 days prior or company/business check the day of the event.
- Once your order is placed and secured with payment **you can not minimize your quantity**. You may however increase your order up to 3 days of the event.
- Taquizas Los Chuchys will show regardless of the weather forecast. You may postpone/reschedule the event date with a full week notice, the payment would be kept as a credit for a new date.
- If you decide to not proceed with the event date with less than a week's notice, you will lose payment.
- You are responsible for paying the balance by the end of the service. If service isn't paid off a late 6% fee will apply.

LOCATION AND SET UP

- Someone does have to be present at the location, in order for the taquero to start setting up. We will not be responsible nor will extend time if the taquero starts late because someone was not there to direct them. *Taquizas Los Chuchys* however will be responsive to extend time if taquero starts late for any reason, in exception to someone not being there to direct them.
- Once the taquero is set up, the service cannot be rearranged. Make sure the person directing them is well aware of where they are setting up, once again when the taquero is set up, the service cannot be rearranged.
- A minimum space of 10 by 10 ft (50 people) is required for setup. Please arrange space prior, we may assist if needed. We are not responsible for any inconvenience due to the space provided.
- Please let us know when reserving if the set up will be more than 15 ft away from the vehicle or about stairways so we can manage wisely.
- Service must be outdoors and guests must walk up to the taquero to receive service. If that is not possible, please let us know when reserving so we can be prepared for otherwise, a fee will apply.

OTHERS

- You may provide your own containers for leftover food. We do not include containers of any type for leftover food.
- Our catering crew may ONLY cook and serve food from Taquizas Los Chuchys. Our crew will not cook and/or serve any product that is NOT distributed to them by our company.
- We apologize that our phone service is not 24/7 however any claim must be brought up to Taquizas Los Chuchys by email immediately so we can address the situation.
- Please avoid unpleasant situations/discussions with the present employee and contact us with the situation.
- Time change is subject to availability and mainly not possible.
- The service is for up to two hours, if the product is gone before the two hours, at that point the service ends. If extra time is needed an additional fee may apply.

- We estimate 4-5 tacos per person, this is not all you can eat.
- Gratuity is not included, please use cash. Taquizas for 120 people or greater will be charged a mandatory gratuity (option to 10%,15% +).
- The garbage that is generated during your event remains with you. Our employees will clean up their area only.
- We are not certified to validate a gluten free or nut free menu, please consume at your own risk.
- Our prices are for the area of Chula Vista, a travel fee applies to greater distances.
- *ONCE PAYMENT IS MADE, YOU ARE COMMITING TO OUR TERMS AND CONDITIONS.*

Taquiza:
Tax 8.75%:
Total:
Payment:
Balance:

X_____ **X_____.**

Customer's Signature **Served by.**

J&G SONS INC. DBA Taquizas Los Chuchys

Extras - prices are for portions recommended for groups of 50 ppl, add as you wish.

- Chips - **$10.00**
- Veggie Mix - **$40.00**
- Extra Hour - **$80.00 or $40.00** per employee
- Rice and Beans (half pan each) - **$50.00**
- Battered Fish - **$125.00**
- Battered Shrimp - **$150.00**
- Chips & Pico de Gallo - **$40.00**
- Chips & Guacamole - **$60.00**
- Chips, Pico de Gallo & Guac - **$80.00**
- 10 lbs of Guts - **$100.00**
- 10 lbs of Head - **$200.00**
- Extra 2.5 gallon drink - **$25.00**
- 10 lbs Fish Ceviche - **$120.00**
- 10 lbs Shrimp Ceviche - **$140.00**
- 24 Hot Dogs - **$75.00**
- Extra Cheese & Dough - **$35.00**
- 10 lbs Seasonal Fruit Tray - **$65.00**
- Cocktail Hour - **$280.00**
  200 Mini Flautas, Chips, Guac, Pico de Gallo
- Shaved Ice (50 cups) - **$320.00**
- ChuchyLukos (50 cups munchies) - **$270.00**
- Ice Cream Cart - **TBD**

RENTALS

RENTALS + DELIVERY & PICK UP - $65.00 **(see next page for more prices)**

Extras - precios son porciones recomendadas para grupos de 50 prs, agregue a su gusto.

- Chips - **$10.00**
- Mix de Vegetales - **$40.00**
- Hora Extra - **$80.00 o $40.00** por empleado
- Arroz y Frijol (media charola c/u) **-$50.00**
- Pescado Capeado - **$125.00**
- Camarón Capeado - **$150.00**
- Chips & Pico de gallo - **$40.00**
- Chips & Guacamole - **$60.00**
- Chips, Pico de Gallo & Guac - **$80.00**
- 10 lbs de Tripa - **$100.00**
- 10 lbs de Cabeza Entera - **$200.00**
- Agua Fresca Adicional - **$25.00**
- 10 lbs Ceviche de Pescado - **$120.00**
- 10 lbs Ceviche de Camarón - **$140.00**
- 24 Hot Dogs - **$75.00**
- Extra Queso y Masa - **$35.00**
- Charola 10 lbs Fruta de Temporada - **$65.00**
- Hora Coctelera - **$280.00**
  200 Mini Flautas, Chips, Guac, Pico de Gallo
- Raspados(50 Vasos) - **$320.00**
- ChuchyLukos (50 Vasos) - **$270.00**
- Carrito de Paletas **- TBD**

RENTALS

RENTAS + ENTREGA y RECOGER - $65.00 **(Ver siguiente página)**

@ FRONT ENTRANCE, NO SETUP IS INCLUDED	EN LA ENTRADA, NO HACEMOS EL SETUP
• Rectangular Table & 8 Chairs - **$16.00** • Round Table & 8 Chairs - **$19.00** • Rectangular Linen **- $9.00** • Round Linen **- $12.00** • Rectangular Table (No Chairs) **- $11.00** • Round Table (No Chairs) **- $14.00** • **Chair - $1.20** - **Deliveries Fridays 7:00 PM and after** - **Pickups Sundays 9:00 AM and after** - CHULA VISTA AND SOUTH SAN DIEGO **ONLY** - **RESIDENCIES ONLY - No rentals for parks or venues**	• Mesa Rectangular y 8 Sillas - **$16.00** • Mesa Redonda y 8 Sillas - **$19.00** • Rectangular Linen **- $9.00** • Round Linen **- $12.00** • Mesa Rectangular (Sin Sillas) **- $11.00** • Mesa Redonda (Sin Sillas) **- $14.00** - **Entregas Viernes 7:00 PM y después** - **Recoger Domingos 9:00 AM y después** - CHULA VISTA Y SUR SAN DIEGO **UNICAMENTE** - **Unicamente para Residencias - no se rentan para parque o salon**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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 gifts/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 valued at $350.00 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 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

DONATIONS $350.00	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

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

BOARD MEETING: 03-09-23		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
United States Tennis Assoc. of Southern California	Smythe	N/A	$350.00	Supplies for Smythe's Pathways Tennis Class

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Russell Little, Asst. Superintendent
Educational Lead & Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PROJECT REST

BACKGROUND INFORMATION:
Project REST provides case management in cases of need of Hotel Vouchers for unhoused students and families. The project pays for short-term, temporary housing (e.g. a few days in a motel) when such emergency housing is the only reasonable option for safe temporary housing so that the student can continue attending school and participate in school activities.

Term: November 1, 2022 to September 30, 2024

RECOMMENDATION:
Approve/Ratify the Service Agreement with the San Diego County Superintendent of Schools for Project REST. Cost implications will be paid from McKenney-Vento (ARP HCY II or EHCY) funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: STUDENT ACHIEVEMENT Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.
1.19 The Coordinator of Pupil Services will support homeless youth and families based on the needs of qualified students which may include tutoring services, transportation assistance, uniforms, and school supplies. Referrals for health and basic living necessities will be made to support homeless families, provide students with a stable environment, and increase opportunities for student achievement and success for students who are socioeconomically disadvantaged and foster youth.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	McKenney-Vento (ARP HCY II or EHCY funds)
(Amount)	(Name of funding source and/or location)

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

Project REST Collaborative Agreement

Services Agreement

This Agreement, for the provision of services is entered into this 25th day of October 2022, by and between the SAN DIEGO COUNTY SUPERINTENDENTOF SCHOOLS (hereinafter referred to as "SDCOE") and Local Education Agency (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.
Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2.Term of Agreement.
This Agreement shall be effective from the period commencing November 1, 2022, and ending September 30, 2024, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.
This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.
Contractor understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 14 basis from receipt and approval of submitted invoice. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the SDCOE assigned agreement number stipulated on the first page of this Agreement. Contractor will invoice SDCOE monthly for services that have been completed in the previous month.

Contractor may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved as listed in Exhibit B or by the SDCOE

contract designee via written amendment to this agreement. Expense reimbursement requests require receipts and will not be reimbursed without accompanying receipts.

Contractor is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement.

SDCOE shall pay for services rendered pursuant to this Agreement. No payment shall be made for any extra, further, or additional services without a duly executed amendment. In no event shall Contractor submit an invoice for an amount in excess of the maximum amount of compensation provided above either for a task or the entire Agreement, unless this Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

5. Confidential Relationship.
SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been oris rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.
Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections6254 and 6255). Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Req uestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.
All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability
Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection
All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service (s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.
Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.
Contractor agrees to maintain and preserve, until three (3) years aftertermination of the Agreement with the SDCOE and to permit the State of California 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.

12. Independent Contractor.
It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.
Contractor represents and declares to SDCOEthat it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. Contractor's Insurance.
The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOEfrom all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability	
Bodily Injury and Comprehensive form -Property Damage Products/Completed Operations	$1,000,000 Amount
Auto Liability	
Bodily Injury and Comprehensive form -Property Damage Owned, Non-owned Hired Combined	$100,000/$300,000 Amount

The Contractor shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30} cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.
The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of

Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the SDCOE the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation orto undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of th is Agreement."

16. Tuberculosis Clearance.
Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. Pupil Safety/School Safety Act.
Contractor shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Contractor is expected to have with SDCOE'S pupils.

___ The SDCOE has determined that greater than limited contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

___ The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the Contractor has contact with pupils.

_X__ The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by __Mara Madrigal-Weiss, Executive Director _

Signature _____ Date ____ _
(SDCOE Program Manager/Director)

18. Indemnification.
To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.
The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.
All notices, legal or otherwise, shall be provided as follows:

SDCOE: Susanne Terry, Coordinator
6401 Linda Vista Rd
San Diego, CA 92111

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Contractor: Veronica Medina, Coordinator, Pupil Services
Name, Title
San Ysidro School District
Local Education Agency

4350 Otay Mesa Rd., San Ysidro, CA 92173 619-428-4476 x3083
Address Phone

Copy to: Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Rd.
San Ysidro, CA 92173

21. Amendment.
No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.
In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.
In the eventofanydispute, claim, question, oragreementordisagreementarisingfrom or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance underthis Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit Cto this agreement.

To the extent that this Agreement may be funded by fiscal assistance from anothergovernmentalentity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension or Ineligibility Clause.
By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.
Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.
Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuanttothisAgreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services underthis Agreement is determined by a court of competentjurisdiction, the California Public Employees Retirement System (PERS)orthe State Teachers Retirement System (STRS)to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE fort he payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.
Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employee anySDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreementthatwould violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an

employee, agent,appointee, or official of SDCOE. Contractor understands that if th is Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.
This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.
If a court of competentjurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. 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 anyway except by a writing duly executed by both parties hereto.

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

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**CONTRACTOR**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson Name (Type or Print)	Marilyn Adrianzen Name (Type or Print)
Deputy Superintendent, Chief Business Officer Title	Chief Business Official Title
Date	Date
	Board approved: _____

Exhibit A
Special Provisions

A. Scope of Services

In an effort to increase the reach and service of ARP HCY funds in the Project REST hotel voucher program, SDCOE will allow payment of stays and extensions by Contractor in the Project REST Collaborative.

Background:

Contractor must use ARP HCY funds to identify homeless children and youth, to provide wrap-around services to address the challenges of COVID 19, and to enable homeless children and youth to attend school and fully participate in school activities.

There are 16 allowable uses of funds that align with the Education for Homeless Children and Youth grant funding, plus an additional 7 specific to ARP HCY.

From the additional 7:

- Use #6: Paying for short-term, temporary housing (e.g., a few days in a motel) when such emergency housing is the only reasonable option for COVID safe temporary housing and when necessary to enable the homeless child or youth to attend school and participate fully in school activities.
- Covers the first 5 nights in the hotel.
- SDCOE determines that 'short term' is equal to 5 nights. This is based on two goals: having an opportunity to have services available to a family before their stay is over; and operating a compassionate service where the family has the initial 24 hours to settle, sleep, shower and eat before beginning any case management.
- SDCOE determines COVID safe to be a space where a family can reside that is clean, not crowded, and follows CDE protocols with regard to COVID 19.

Case management has produced positive results for families who were part of the initial roll out of this program, however 5 days is not always enough time. Families are able to request and get approved for an extension of 5 additional days, a maximum of two times.

Use of funds allowance for the extension comes from the EHCY 16:

- #16: The provision of other extraordinary or emergency assistance needed to enable homeless children and youths to attend school and participate fully in school activities.
- Eligibility for extension is based on the steps that have been taken to move into transitional or other housing programs. If a family is close to placement they will be allowed to extend. This will allow for the stability of the family and the child in school during these transitions.

Project REST Collaborative:

San Diego County Office of Education will:

- Continue to receive referrals from LEAs and process them via our community based organization partner, San Diego Youth Services.
- Track all referrals including:
    - Length of stay
    - Confirmations, check in and check out dates
    - Confirmation of cost from provider
    - Reason for need
    - Resources needed
    - Exit Outcomes
- Outreach to family regarding school attendance.
- Outreach to homeless response system providers for case management and related services.
- Review and approve extension requests.
- Track any costs related to stays and extension-stays incurred by Contractor.
- Confirm the amount with, and invoice Contractor for initial stay and extension incurred costs.

Contractor will:

- Submit referrals to SDCOE per the original program.
- Follow up on school related supports for families participating in Project REST including but not limited to transportation, basic needs and mental related referrals.
- Receive invoice from SDCOE for any family who received a stay and an extension to their stay if applicable.
- Stays and extensions will be paid by the Contractor
    - Funds used for payment must be ARP HCY I, ARP HCY II, or EHCY funds
    - It is the responsibility of the Contractor to utilize funds accordingly.

Exhibit B
Terms of Payment

Terms of payment:

- By the 10th of each month, the budget technician of Homeless Education services shall provide the breakdown of the cost of extension-stay; and will issue the report/invoice to each Contractor for review and approval via google link. Budget Technician will notify the Contractor for the ready-invoices and monthly report in a designated folder/google link.
- Contractor will have three days to review, dispute charges, if any, and send an approval for the auditor transfer process. If Contractor has any queries or questions, either about the invoice, Contractor should contact SDCOE immediately.
- If an approval email is not received within three days in accordance with the above term, SDCOE reserves the right to process the auditor transfer with or without Contractor approval.
- By the 14th day of the month, the budget technician of Homeless Education services will submit the Auditor Transfer(s).

Method of payment:

- Contractor shall provide a complete and valid chart string for auditor transfer purposes.
- Auditor transfer process due on the14th of the month upon receiving approval email from participating Contractor.
- Auditor transfer will be posted by SDCOE Internal Business within 3-5 business days.

EXHIBIT C
COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education ("SDCOE") 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 SDCOE, you are responsible for ensuring that your agents and employees arecomplying with applicable state, county and SDCOE guidelines whenever services are performed on allSDCOE operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE 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 Exhibit C shall prevail.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 4 TO THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT FOR THE SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM FOR FY 2022-2023

BACKGROUND INFORMATION:
The San Diego Quality Preschool Initiative (SDQPI) Program from San Diego County Office of Education (SDCOE) has amended their County Agreement No. 20210390 which for fiscal years 2022-2023. SDQPI received a Tier 5 from the California Quality Rating and Improvement System (QRIS) for having a high quality preschool program.

Amendment No. 4 will amend and/or revise the following item. All other terms & conditions remain unchanged.

- Revise Exhibit "A", item C, to include an additional site (Willow Preschool) to participate in SDQPI for the 2022-23 school year.

RECOMMENDATION:
Approve/Ratify Amendment No. 4 to the San Diego County Superintendent of Schools agreement for the San Diego Quality Preschool Initiative Program which adds an additional site (Willow Preschool) to participate in SDQPI for the 2022-23 school 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	

REVENUE	
N/A	Preschool & Child Development (SDQPI CSPP Quality Block Grant)
(Amount)	(Name of funding source and/or location)

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

AMENDMENT #4 TO AGREEMENT
No. 20210390

This Amendment to Agreement (this "**Amendment**") is dated as of January 12, 2023, and is made by and between the San Diego County Superintendent of Schools ("**County**"), and San Ysidro School District ("**Provider**"). County and Provider may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

A. County and Provider are parties to County Agreement No. 20210390 dated July 2, 2020. Subsequently the Agreement was amended on October 16, 2020, October 29, 2021, and October 28, 2022. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".

B. The Parties wish to amend the Agreement as stated below.

C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

Revise Exhibit "A" Item C. to include an additional site to participate in SDQPI for the 2022-23 school year.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	
Title	Title
Date	Date

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For SDQPI Provider Services
Exhibit "A": Scope of Work

C. SITE PARTICIPATION, ENGAGEMENT, RATING and MAINTENANCE CYCLES:

Per QCC Implementation Guide- 'Frequency of Site Rating,' a site's rating of 1-3, will be valid for three or five years, for sites rated 4 or 5, from the time the overall site rating is assigned. SDCOE will monitor participating site between ratings, to assure they are continuing to meet the criteria for their level of rating.

SITE NAME*	RATING STATUS (Participation Only, Tier Rating in process, Tier Rating and date, Not in-Good-Standing & unable to rate)	RATING DATE
Ocean View Hills Preschool	5	June 2019
Smythe/CDC Preschool	5	June 2019
Sunset Preschool	5	June 2019
Willow Elementary Preschool	NEW	N/A

*Site Names and ratings to be verified upon receipt of the contract and copies of the site License for each site.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH B.R. BUILDING RESOURCES FOR HVAC SERVICES

BACKGROUND INFORMATION:
School districts may qualify for CUPCCA alternative (informal) competitive bidding procedures for contracts that meet certain thresholds for public projects that are under $200,000. The District was board approved and is eligible to use this process.

The District would like to enter into an agreement with B.R. Building Resources to install a heat pump unit in the San Ysidro Middle School's P.E. offices to alleviate the uncomfortable temperatures during the hotter months of the year.

RECOMMENDATION:
Approve the agreement with B.R. Building Resources to install a heat pump / air conditioning unit at the San Ysidro Middle School's P.E. offices at a cost of $48,530.00. Cost implications will be paid from the COPs Refunding Account.

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	

$48,530.00	COPs Refunding Account
(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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

THIS CONTRACT made and entered into on March 10, 2023 by and between **Building Resources**, hereinafter called the **CONTRACTOR** and the **San Ysidro School District**, hereinafter called the **DISTRICT.**

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT in accordance with the Terms & Conditions set forth in the Attachment hereof and incorporated herein by this reference and any specifications attached** for a total contract price of:

   ____Forty Eight Thousand Five Hundred Thirty Dollars_ [$__**$48,530.00]**
   (MAY NOT EXCEED $200,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: B-General.

3. Contractor shall be registered with the Department of Industrial Relations pursuant to Labor Code 1725.5 (Attachment B).

4. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** Describe in detail the scope of the proposed project and materials to be furnished. Attach additional sheets if necessary and reference "see attachment" in space provided below. NOTE: this contract, in conjunction with the terms and conditions in Attachments A - C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

San Ysidro Middle School HVAC Installation at the PE Coaches' Offices

Install two (2) 1.5 ton split air units at the SYMS PE Coaches' offices per the attached proposal.

The project description and Exhibit 1 are attached for more detailed information.

Prevailing Wages Apply

Note: If contract exceeds $25,000, per Civil Code Section 3247, Contract shall provide a Payment Bond.

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the _____of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20___, at _____, California.

By: _____

Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.
_____ Surveillance of employees of the Contractor by school personnel.
_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. (last 4 digits or full CDL #) _____

__X___ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

_____ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
_____ Other, describe _____.

Signature: Jose F. Iniguez Title: Assistant Superintendent Date: March 1, 2023
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

_____ Work Specs/Scope of Work Statement
_____ Certificates of Insurance
_____ Contractor Certification Form , Attachment A
_____ Purchase Order No. _____
_____ Non-Collusive Declaration
_____ Workers' Compensation Certificate
_____ Terms and Conditions dated _____ Attachment C

NOTE: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY
_____Individual
_____Sole Proprietorship
_____Partnership
_____Corporation
_____Other

TAX IDENTIFICATION
_____
Employer Identification Number
_____
Social Security Number

License No:_____ Classification:_____ Expiration Date:_____

DIR Registration No. _____

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. 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 on the date actual notice occurred, regardless of the service method.

Contractor	District
Date: March 10, 2023	Accepted by: Marilyn Adrianzen
Company Name: Building Resources	Signature of District Representative:
Address: 2247 Lindsay Way Glendora, CA 91740	Printed Name: Marilyn Adrianzen
Title:	Date:
Authorized Signature:	Address: 4350 Otay Mesa Road, San Ysidro, CA 92173
Printed Name:	Title: Chief Business Official
Phone:	Email Address: marilyn.adrianzen@sysdschools.org

ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c), that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who 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 not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District 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.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for 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.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name Social Security No.

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated: _____ _____(Company)

_____(Signature) _____(Title)

(Complete only if pertinent)

ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I _____, _____ certify that
(Name) (Title)

_____ is currently registered as a contractor with the Department of Industrial
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20__

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

_____
Signature

_____
Date

ATTACHMENT C
TERMS AND CONDITIONS DATED

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the 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.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems 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.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

No contractor or subcontractor may be listed on a proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it 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. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than $1,000,000 per occurrence (combined single limit) and $2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE**: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate Regarding workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. LABOR CODE COMPLIANCE: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars ($1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.
Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each

worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.
Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the join apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification.

The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand ($30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

“Apprenticeable craft or trade,” as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars ($25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District 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.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within

specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:
Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. 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 the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either

party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed $45,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF $375,000 OR LESS: For public work claims of $375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than $50,000 ("$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over $50,000 but less than or equal to $375,000 ("$50,000-$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for $50,000 claims or within thirty (30) days after receipt of the further documentation for $50,000-$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written

claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. 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.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder 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.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

Contractor agrees to post job site notices prescribed by regulation Chapter 8 Calif. Code Reg. §16451(d) :

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to

enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

ARTICLE 35. 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.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. 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 or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the _____School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. LABOR COMPLIANCE: If the District is using funds derived from the Kindergarten-University Public Education Facilities Bond Acts of 2002, 2004 or 2006 for this Project, then the Contractor may be required to enforce the District's Labor Compliance Program ("LCP").

ARTICLE 42, DIR REGISTRATION: In accordance with Labor Code 1725.5, Contractor and Subcontractors must be registered as of the date of this Agreement.

ARTICLE 44. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 43. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds $10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 43

DocuSign Envelope ID: BA46EAC3-EE31-44CF-8CB7-08444E0FCD1B

BUILDING RESOURCES

Prime Contract 1

Building Resources
2247 Lindsay Way
Glendora, California 91740
Phone: (626) 963-4880
Fax: (626) 963-4848

Project: 23-4567 - SYSD - Heat Pump Installation

SYMS Heat Pump Installation

PROPOSED TOTAL:	$48,530.00		
OWNER/CLIENT:	San Ysidro School District 4350 Otay Mesa Rd San Ysidro , California 92173	**CONTRACTOR:**	Building Resources 2247 Lindsay Way Glendora, California 91740
ARCHITECT/ENGINEER:		**DATE CREATED:**	02/18/ 2023
CONTRACT STATUS:	Out For Signature	**CREATED BY:**	Gabe Navarro **(Building Resources)**
EXECUTED:	No	**DEFAULT RETAINAGE:**	
START DATE:		**ESTIMATED COMPLETION DATE:**	

DESCRIPTION:
Install two ducted split system heat pumps for the coaches' offices at San Ysidro Middle School.

INCLUSIONS:
All material and labor to complete the following Scope of Work.

- Mechanical
  - Remove existing above ceiling fan coil unit from both offices
  - Install new split system heat pump (FDMQ18RVJU / RX18RMVJU9A) in both offices
  - Including necessary transitions
  - Up to 50' of lineset
  - Standard condensate pump (assuming pump can be connected within 20 feet of unit)
- Electrical
  - Power for (2) RX18RMVJU9A condenser units
  - 200' allowance for conduit run (Electrical panel location not indicated on DWGS, treated as an allowance. If exceeding 200' to be field verified, may have a cost impact)
  - (2) 240V NEMA 3R 30A Disconnects
  - Unistrut post base and mounting for disconnects
  - Roof flashing and penetrations
  - (4) 15A Fuses
  - (2) 20 Breaker (Assumed to be existing panelboard, with sufficient ampacity for the mechanical additions. If there is no local source for available 208V power or if panelboard exceeds 80% bus ampacity, additional cost may apply)

EXCLUSIONS:
Hazardous material Identification and removal
DSA review, inspection and field visit fees
Anything not listed in the inclusions section above

TERMS & CONDITIONS:

By signing the Authorization below, customer agrees to pay the above referenced project cost for the project & scope of work referenced herein. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. The contractor will supply Workman's Compensation and General Liability Insurance as required by customer. Proposal is valid for (30) days from proposal date.

ATTACHMENTS:

#	COST CODE	DESCRIPTION	TYPE	AMOUNT
1	23-100 - General HVAC	Full Scope - All Material and Labor	Labor	$ 48,530.00
			Grand Total:	**$48,530.00**

BUILDING RESOURCES

Prime Contract 1

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro , California 92173

Building Resources
2247 Lindsay Way
Glendora, California 91740

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
Printed Name:		**Printed Name:**	Marilyn Adrianzen	**Printed Name:**	
Title:		**Title:**	CBO	**Title:**	

ADDITIONAL SIGNATURE:

The area below is provided for convenience only. As per the terms and conditions referenced above AUTHORIZATION to proceed is provided by signature above. If additional signatures are needed it is the responsibility of the client representative to obtain prior to returning this document to B.R. & Co..

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
Printed Name:		**Printed Name:**		**Printed Name:**	
Title:		**Title:**		**Title:**	

14E.7

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT TO THE SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH BMR HEALTHCARE SERVICES, INC. FOR 2022-2023 SCHOOL YEAR

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.

On October 20, 2022, the Governing Board approved the contract with BMR Healthcare Services, Inc. to provide speech services to students with special needs during 2022-2023 school year. The contract has been amended to reflect a new service rate:

- Change in cost: Due to a shortage of speech services, the district is requesting to increase the rate per hour of speech therapist to $120.00/hr to encourage more therapists to work and stay with the district. All other terms and conditions from the original agreement dated October 20, 2022 remain the same.

RECOMMENDATION:
Approve/Ratify the amendment to the San Diego County Nonpublic Master Contract with BMR Healthcare Services, Inc. for speech services 2022-2023 school year. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal #1

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$120.00/hr	Special Education
(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: March 9, 2022

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

FROM:
Russell Little,
Assistant Superintendent of
Educational Leadership and Pupil
Services

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PROCARE THERAPY

BACKGROUND INFORMATION:
ProCare Therapy operates a supplemental staffing agency and employs licensed healthcare personnel to provide healthcare services. ProCare will provide a Licensed Vocational Nurse and a Speech-Language Pathology Assistant on a temporary basis. Days/times will be as scheduled with the District's Pupil Services Department.

Term: School Year 2022-2023 (March 2023 to June 2023)

Cost Implications:
LVN: $80.00/hr.
SLPA: $75.00/hr.

RECOMMENDATION:
Approve/Ratify the agreement with ProCare Therapy to provide temporary staffing services during 2022-23. The cost implications will be paid from the General and/or Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1
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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

TBD	General Fund and/or 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 10th day of March, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

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: March 1, 2023 To: June 30, 2023

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:	**ProCare Therapy**	
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	Dr. Jose Iniguez
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	Marilyn.adrianzen@sysdschools.org	Jose.iniguez@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

ProCare Therapy
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

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**.

_____(*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

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education ("SDCOE") 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 SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE 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

Cost implications:

LVN: $80.00/hr X 7 hrs/day

SLPA: $75.00/hr X 7 hrs/day

See attached Job Descriptions.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH. FOR SOLIANT HEALTH LLC

BACKGROUND INFORMATION:
Due to a special education teaching staff shortage district-wide, the district is entering an agreement with Soliant to hire a special education teacher until the position is filled.

Cost implications: $90.00/hr x 7hrs/wk

RECOMMENDATION:
Approve the agreement with Soliant Health LLC to provide temporary staffing services during 2022-23. Cost implications will be paid from the Special Education and General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Academic Achievement-Action #4: 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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$90.00/hr.	Special Education & 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 10th day of March 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Soliant Health, LLC	770-325-0358
Company/Consultant	Telephone Number
5550 a Peachtree Pkwy, Ste. 500, Peachtree Corners, GA 30092	www.soliant.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: March 10, 2023 To: June 30, 2023

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 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 (coverage must be clearly reflected on Certificate of Liability) 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 (if applicable):** 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. Certificate of Liability must clearly reflect this coverage. **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: 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:	**Soliant Health, LLC**
Name:	Brandon Cavanaugh
Title:	Division Director
Address:	5550 A Peachtree Pkwy, Ste. 500
City/State/Zip Code:	Peachtree Corners, GA 30092
Telephone:	678-536-6747
Email:	Brandon.cavanaugh@soliant.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**
Soliant Health, LLC	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Brandon Cavanaugh, Division Director	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: 770-325-0358	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 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

ADDENDUM

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 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 District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
   a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
   b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
   c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
   d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.

2. 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 the guidelines contained herein.

3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.

4. 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.

5. 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 A shall prevail.

Contractor/Vendor initials_____

EXHIBIT A

SCOPE OF WORK

Cost implications: $90.00/hr x 7 hrs/day (Special Education Teacher)
Job description attached:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT TO THE THERAPY TRAVELERS AGREEMENT

BACKGROUND INFORMATION:
On July 14, 2022, the Governing Board approved the contract with Therapy Travelers, LLC & 3Chords Inc. dba TherapyTravelers to provide nursing services. The contract has been amended to include the following:

- Psychological Services: $120.00/hr x 8hrs/day

RECOMMENDATION:
Approve the Amendment to the contract with TherapyTravelers to include Psychological Services during 2022-2023 school year. Cost implications will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Academic Achievement-Action #4: 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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$120.00/hr.	General Fund
(Amount)	(Name of funding source and/or location)

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

PROFESSIONAL SERVICES AGREEMENT
with

Therapy Travelers

AMENDMENT

This AMENDMENT is made effective on March 10, 2023, and it is made by and between Therapy Travelers, hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Consultant, who is specifically qualified to provide consulting services for educational purposes, desires to provide services to the District.

WHEREAS, the Consultant and District's current agreement dated July 14, 2022, currently provides nursing services.

WHEREAS, the District would like to add psychological services for the assessment of students and other activities to meet the needs of the school staff, children, and parents served in accordance with district and state law and as part of the multidisciplinary team.

NOW, THEREFORE, The Consultant and the District agree as follows:

Per Section 5.8 of original agreement:

The District would like to amend the services being provided by Consultant as stated above and add psychological services at a rate of $120.00/hr (35hrs/wk) to the original contract. All other terms and conditions on original agreement dated July 14, 2022 remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below.

CONSULTANT:

Therapy Travelers
2041 Rosecrans Ave., Ste. 245
El Segundo, CA 90245
(888) 223-8002

Signature

Contract Administration Team
Name & Title

contracts@therapytravelers.com
Email

Date signed

DISTRICT:

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

Signature

Marilyn Adrianzen Chief Business Official
Name & Title

marilyn.adrianzen@sysdschools.org
Email

/ 03-09-23
Date signed Board approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: ESET SUBSCRIPTION RENEWAL

BACKGROUND INFORMATION:

The District has previously implemented the ESET Antivirus system which is vital to the safety and security of our computer network and its data. This system yearly service and maintenance subscription for technical support and to ensure the software is up to date.

BorderLAN is a reseller who specializes in protecting business, government and schools from advanced network threats and can provide renewals for these systems.

CDW Government LLC	
ESET Protect Entry On-Prem Renewal (3-year Antivirus)	$25,410.00
Total 12 Month Cost	**$25,410.00***

RECOMMENDATION:

Approve the ESET subscription renewal through BorderLAN at a cost of $25,410.00 from the General Fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

$25,410.00
(Amount)

General Funds
(Name of funding source and/or location)

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

BorderLAN CYBERSECURITY

Protecting What Matters Most

San Ysidro School District - ESET Renewal 3YR

Prepared For

San Ysidro School

Todd Lewis

Document Number

BLIQ4446

BorderLAN Cyber Security

Protecting What Matters Most

QUOTE #	BLIQ4446
DATE	1/23/2023

Prepared For:

Todd Lewis

San Ysidro School District

4350 Otay Mesa Road
San Diego, CA 92173

P: (619)428-4476

E: todd.lewis@sysdschools.org

Prepared By:

Matt Killian

Sales Manager

Portland, OR

P: 760-232-4660

E: matt@borderlan.com

PO Number	Payment Terms	Valid Through
	NET 30	Feb 22, 2023

Notes:

Here is the quote you requested.

	Unit Price	Qty	Ext. Price
ESET PROTECT Entry On-Prem (EPEOP-R3-I-EDU) RENEWAL 3 Years of Service 3/28/2023 - 3/27/2026 Electronic Delivery	$11.55	2,200	$25,410.00

Solution Subtotal	$25,410.00
Sales Tax	$0.00
Shipping	$0.00
Grand Total	**$25,410.00**

Deposit Required	**$25,410.00**

Payment Options

Select your preferred payment option / purchase terms*:

[ ] ACH Direct Purchase (purchase amount $25,410.00)

[ ] Check Purchase (purchase amount $25,410.00)

	Unit Price	Qty	Ext. Price
[ ] Credit Card Purchase (purchase amount $26,172.30) [includes +$762.30 payment type Surcharge]			

** If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.*

Terms of Service:

BorderLAN is a 3rd party provider of manufacturer products and services which are re-sold and provided as ("Services"). Unless specified as BorderLAN Services, the Services sold by BorderLAN are created and supported the respective product manufacturer. Upon purchase of any Services, you agree to the specific products END USER LICENSE AGREEMENT from the product manufacturer of your purchase whether such Agreement was provided to you prior to or post purchase. By using our purchasing Services, you are agreeing to these Terms of Service. Please read them carefully.

Purchasing our Services

Purchasing our Services occurs with there is an issuance of a Purchase Order, payment via credit card, or request of an invoice by you, hereby called ("Purchase") and such Purchase may not be cancelled once an order is placed unless it is specified in writing in a signed executed contract. Non payment of any Purchase is not allowed and BorderLAN must pursue collection of non-payed debt. For this reason we recommend our Customers evaluate products prior to a Purchase commitment. Financed or multiple year payment contracts also may not be cancelled but can be accelerated with early payments.

Using Services

Each Service contains proprietary software and or hardware along with materials and information that should not be tampered with or shared with general public. Services may be used only as permitted by law, including applicable export laws and regulations. Using Services does not give you ownership of any intellectual property rights in the Purchased Services.

Services we represent are primarily not BorderLAN's. The use and content of Services is the sole responsibility of the entity manufacturer that makes it available. We believe that you own your data and and the usage of the Service that moves, manipulates or otherwise backs up, archives, fiters or encrypts data. We encourage you to properly learn the Services once Purchased to ensure you continue to have access to such data.

As a customer who has Purchased Services from BorderLAN, we may send you service announcements, customer service messages, and other information. You may opt out of communications.

Terminating Services

As Services are sold as a PRE-PAYMENT for a terms, you can stop using Purchased Services at any time but will not receive a refund, nor may cancel any future payments committed via contract that is considered a Purchase.

Warranties and Disclaimers

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER BORDERLAN NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. THE SPECIFIC FUNCTION OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, BORDERLAN and BORDERLAN'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF BORDERLAN, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO 25% OF THE AMOUNT YOU PAID US TO USE THE SERVICES. IN ALL CASES, BORDERLAN, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR

DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

About these Terms

BorderLAN may modify these terms or any additional terms that apply to a Service. The laws of California, U.S.A., will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of San Diego, California, USA, and upon Purchase you consent to jurisdiction in those courts.

SHIPPING DELAYS AND EQUIPMENT AVAILABILITY

Due to the current global supply chain condition, especially with technology equipment, shipping delays OR partial/incomplete shipments ARE to be expected. Availability or status of availability of equipment and/or accessories from vendors are subject to availability of components. BorderLAN will order equipment based on acceptance of this quote, and customer must pay for equipment according to the net terms offered. Some types of equipment have expected delays in Shipping dates, thus Customer Agrees that equipment shipment may change depending on supply chain delays. BorderLAN will order equipment upon acceptance of this quote and pay for equipment per the terms BorderLAN is required to pay, thus the Customer Agrees a cancellation is not allowable once the equipment is ordered regardless of delay of shipping. In acceptance of this quote, the customer recognizes and accepts the supply chain issues, inventory availabilities and status of availabilities are out of the control of BorderLAN, Inc. and its vendors/partners. BorderLAN, Inc. and its vendors/partners will work diligently to fulfill all backordered/delayed equipment items as soon as possible as they become available.

To accept this quotation, sign here and return: _____

Thank You For Your Business!

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Child Nutrition Services
Dr. Jose Iniguez, Asst. Superintendent

☐ Informational
☒ Action

AGENDA ITEM: "AT-RISK" SNACK AND SUPPER PROGRAM

BACKGROUND INFORMATION:
To help nourish students during our after-school programs, the District's Child Nutrition Services Department operates the Afterschool Snack Program. The reimbursement rate under this program is insufficient to cover costs.

The "At-Risk" Snack and Supper Program (ARSSP), which provides a significantly higher reimbursement rate is a federally funded reimbursement program that is available to districts that offer enrichment and/or educational activities for at-risk children and teenagers after the regular school day ends. The District would like to implement this program for the 2023-24 school year.

RECOMMENDATION:
Approve to submit an application for the "At-Risk" Snack and Supper Program and Authorize staff to enter into an Inter-Agency Vending Agreement for school year 2023-24.

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

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

Child and Adult Care Food Program
Permanent Single Agreement (PSA)

In order to carry out the purpose of Section 17 of the National School Lunch Act as amended and the Regulations governing the Child and Adult Care Food Program (CACFP) issued thereunder (Title 7, *Code of Federal Regulations* [7 *CFR*], Part 226), the California Department of Social Services (CDSS) and the Program Operator (whose name and address appear below) agree to comply with 7 *CFR*, Part 226, and all requirements developed pursuant to and imposed by these regulations which also incorporates the Management Plan and Schedule A, by reference. In administering the CACFP, the Program Operator assures the CDSS it will adhere to all the requirements in the Agreement and with all CACFP Branch policies and guidance issued by the CDSS.

Contingent upon the availability of Program funds, this permanent agreement will be effective beginning with the period indicated below and remain in effect until terminated as provided herein. Reimbursement will commence on the date the Program Operator is approved to participate in the CACFP and continue to the ending date only if the Program Operator operates in full compliance with all CACFP regulations.

Authority: Title 42, *United States Code* (42 *U.S.C.*) sections 1751–1762a, 1765–1766b, 1769–1769h, 1771–90, 3030a, 5179, 5180; as amended Title 5, *United States Code* Part 301; Title 7, *United States Code* sections 612c, 612c note, 1431, 1431b, 1431e, 1431 note, 1446a–1, 1859, 2014, 2025; Title 15, *United States Code* Section 713c; Title 22, *United States Code* Section 1922; Title 2, *Code of Federal Regulations* (2 *CFR*), parts 200, 400, and 415; Title 7, *Code of Federal Regulations* (7 *CFR*), parts 15, 15a, 15b, 210, 215, 220, 225, 226, 240, 245, 250; Food Nutrition Services (FNS) Instructions; and Federal Acquisition (FAR) at 48 *CFR* Part 31.

Catalogue of Federal Domestic Assistance numbers 10.555, 10.553, 10.556, 10.558, 10.559, and 10.550. California *Education Code* (*EC*) Part 27, Chapter 9, Articles 7 through 12, and sections 48931, 49490–49570, and applicable sections of the California *Welfare and Institutions Code* (WIC).

This is not an application to participate in a Child Nutrition Program

Definitions

Center: means a child care center, at-risk afterschool care center, an adult day care center, an emergency shelter, or an outside-school-hours care center

Child and Adult Care Food Program (CACFP): May also be referred to as the Program.

CNP: means a Child Nutrition Program, which includes any of the following: The National School Lunch Program, School Breakfast Program, CACFP, and the Summer Food Service Program.

Federal Assistance: Any funding, property, or aid that is provided to a state agency, Program Operator, institution, or recipient agency for the purpose of providing program benefits or services to eligible participants.

FNS: means the Food and Nutrition Service of the United States Department of Agriculture.

Food Service Management Company (FSMC): means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program.

Institution: A sponsoring organization, child care center, at-risk afterschool care center, outside-school-hours care center, emergency shelter or adult day care center that enters into an agreement with the state agency to assume final administrative and financial responsibility for program operations.

Program Operator: means a public or nonprofit private organization that is entirely responsible for the administration of the food program in:

1. One or more day care homes;

2. A child care center, emergency shelter, at-risk afterschool care center, outside-school-hours care center, or adult day care center which is a legally distinct entity from the sponsoring organization;

3. Two or more child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care center, or adult day care centers; or

4. Any combination of child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care centers, adult day care centers, and day care homes. The term "sponsoring organization" also includes an organization that is entirely responsible for administration of the Program in any combination of two or more child care centers, at-risk afterschool care centers, adult day care centers or outside-school-hours care centers, which meet the definition of *For-profit center* in this section and are part of the same legal entity as the sponsoring organization.

Responsible Individual or Responsible Principal: means any of the following: (1) A principal, whether compensated or uncompensated, who the CDSS or FNS determines to be responsible for an institution's serious deficiency in accordance with 7 *CFR*, Part 226; (2) any other individual employed by, or under contract with, an institution or sponsored center, who the CDSS or FNS determines to be responsible for an institution's serious deficiency in accordance with 7 *CFR*, Part 226; or (3) an uncompensated individual who the CDSS or FNS determines to be responsible for an institution's serious deficiency in accordance with 7 *CFR*, Part 226.

Schedule A: This includes all information submitted electronically by the Program Operator to the CDSS in the Application Packet via the CDSS's information technology system and approved by the CDSS. This includes but is not limited to the Management Plan, Budget, Site Application(s), and Sponsor Application.

Sponsoring Organization: A public or nonprofit private organization that is entirely responsible for the administration of the food program in:

1. One or more day care homes;

2. A child care center, emergency shelter, at-risk afterschool care center, outside-school-hours care center, or adult day care center which is a legally distinct entity from the sponsoring organization;

3. Two or more child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care center, or adult day care centers; or

4. Any combination of child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care centers, adult day care centers, and day care homes. The term "sponsoring organization" also includes an organization that is entirely responsible for administration of the Program in any combination of two or more child care centers, at-risk afterschool care centers, adult day care centers or outside-school-hours care centers, which meet the definition of *For-profit center* in this section and are part of the same legal entity as the sponsoring organization.

School: An educational unit as defined in 7 *CFR*, parts 210, 215, and 220.

State Agency: For the purposes of this agreement, the state agency is the California Department of Social Services (CDSS).

USDA, FNS: U.S. Department of Agriculture, Food and Nutrition Service—the federal oversight agency for the Child and Adult Care Food Program.

Hereinafter, the institution, recipient agency, or organization shall be referred to as the Program Operator.

Assurance of Civil Rights Compliance

The Program Operator assures that the CACFP will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations. Unless otherwise made inapplicable by law, the Program Operator hereby agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 (42 *U.S.C.* 2000d 2000e-16), Title IX of the Education Amendments of 1972 (Title 20, *United States Code* Section 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (Title 29, *United States Code* Section 794), the Age Discrimination Act of 1975 (42 *U.S.C.* 6101 et seq.), the Americans with Disabilities Act of 1990 (P.L.101-336), all provisions required by USDA nondiscrimination regulations (7 *CFR*, parts 15, 15a, 15b), Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs, and the USDA Food and Nutrition Service (FNS) directives and guidelines, including data collection, public notification, and compliance reviews, to the effect that no person shall be discriminated against on the basis of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA. The Program Operator hereby assures that it will immediately take necessary measures to effectuate this PSA.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds; reimbursable expenditures; grant or donation of federal property and interest in property; the detail of federal personnel; and the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Program Operator by the USDA or CDSS. This includes any federal agreement, arrangement, or other contract that has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By providing this assurance, the Program Operator agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws, and permit authorized USDA or CDSS personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA or CDSS shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Program Operator, its successors, transfers, and assignees as long as it receives assistance or retains possession of any assistance from the CDSS. The persons whose signatures appear below are authorized to sign this assurance on behalf of the Program Operator.

Cash in Lieu Requirements

The Program Operator shall comply with all provisions of 7 *CFR*, Part 240, as well as USDA guidance. Furthermore, the Program Operator will adhere to the guidance issued by the CDE and the CDSS, as applicable.

The Program Operator further agrees to the following specific provisions, as applicable:

1. Respond to the biannual (every other year) CDSS Cash in Lieu Survey. The Survey will determine if CACFP operators should receive Cash In Lieu of USDA donated foods.

2. Funds made available to Program Operators under this part shall be used only to purchase United States agricultural commodities and other foods for use in their food service under the Child and Adult Care Food Program.

3. Funds provided under this part shall be subject to 2 *CFR*, Part 200, subparts D and E; and USDA implementing regulations 2 *CFR*, Part 400 and Part 415.

4. Maintain records and reports on the receipt and disbursement of funds made available under this section, and shall retain such records and reports for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

5. Cash in Lieu is not available for meals served at day care homes.

Compliance with Performance Standards

The Program Operator shall comply with all provisions at 7 *CFR*, sections 226.6(b)(1)(xviii) [New Program Operator] and 226.6(b)(2)(vii) [Renewing Program Operator], as applicable; as well as USDA guidance. Furthermore, the Program Operator will adhere to the guidance issued by the CDE and the CDSS, as applicable.

1. The Program Operator agrees to submit information sufficient to document it is financially viable, is administratively capable of operating the CACFP, and has internal controls that comply with 2 *CFR*, Section 200.303.

2. The Program Operator agrees to expend and account for CACFP funds in accordance with the requirements of USDA FNS policies and instructions on the financial management of the CACFP; 2 *CFR*, Part 200, Subpart D.

3. The Program Operator agrees that the following documentation shall be submitted to the CDSS in accordance with Performance Standard 1 (Financial Viability and Financial Management):

A. Description of need/recruitment for recruiting facilities consistent with 7 *CFR*, Section 226.6(p) and any state policies.

B. Financial documentation demonstrating the Program Operator has adequate financial resources to operate the CACFP on a daily basis and has adequate sources of funds to continue to pay employees and suppliers during periods of temporary interruption or delays in CACFP payments and/or to pay debts when fiscal claims have been assessed.

C. Invoices or other financial documents that demonstrate the costs charged to the CACFP are in compliance with 2 *CFR*, Part 200, subparts D and E.

4. The Program Operator agrees that the following documentation shall be submitted to the CDSS in accordance with Performance Standard 2 (Administrative Capability):

   A. Documentation demonstrating the Program Operator has an adequate number and type of qualified staff to ensure the operation of the CACFP.

   B. A Management Plan that documents the Program Operator employs staff sufficient to meet the ratio of monitors to facilities as set forth in 7 *CFR*, Section 226.16(b)(1).

   C. Program policies and procedures documentation that assign responsibilities and duties and ensure compliance with civil rights requirements.

5. The Program Operator agrees to maintain adequate internal controls and oversight in accordance with Performance Standard 3 as defined in 7 *CFR, Section* 226.6(b)(1)(xviii)(C) (Program Accountability) and sustain the following (as applicable):

   A. Ensure that the governing Board of Directors has adequate oversight of the CACFP by an independent Board of Directors as defined at 7 *CFR*, Section 226.2.

   B. The Program Operator has a financial system with management controls specified in writing that assure:

      i. Fiscal integrity and accountability for all funds and property received, held, and disbursed;

      ii. The integrity and accountability of all expenses incurred;

      iii. That claims are processed accurately and in a timely manner;

      iv. That funds and property are properly safeguarded and used, and expenses incurred, for authorized CACFP purposes; and

v. That a system of safeguards and controls is in place to prevent and detect improper financial activities by employees

C. The Program Operator maintains appropriate records to document compliance with CACFP requirements, including budgets, accounting records, approved budget amendments, management plans, and appropriate records on facility operations.

D. The Program Operator shall document in its Management Plan that it will:

i. Provide adequate and regular training of Program Operator organization staff and sponsored facilities in accordance with 7 *CFR*, sections 226.15(e)(12) and (14); 226.16(d)(2) and (3)

ii. Perform monitoring in accordance with 7 *CFR*, Section 226.16(d)(4)

iii. [For Day Care Home Program Operators] Accurately classify day care home providers as tier I or tier II in accordance with 7 *CFR*, Section 226.15(f)

iv. Ensure that a system is in place that prevents administrative costs funded from CACFP reimbursements exceeding regulatory limits as set forth in 7 *CFR*, sections 226.12(a) and 226.16(b)(1)

E. All independent centers and facilities under Program Operator supervision/control shall document and adhere to practices that result in the operation of the CACFP in accordance with the meal service, record keeping, and other operational requirements in 7 *CFR*, Part 226. These practices shall be documented in the independent center's application or in the Program Operator's Management Plan and shall demonstrate the independent center or sponsored facilities:

i. Provide meals that meet the meal patterns set forth in 7 *CFR*, Section 226.20

ii. Comply with licensure or approval requirements set forth in 7 *CFR*, Section 226.6(d)

iii. Serve food in compliance with applicable California and local health and sanitation requirements

iv. Comply with civil rights requirements

v. Maintain complete and appropriate records on file

vi. Claim reimbursement only for eligible meals

Requirements for Day Care Home Program Operators Participation in the Child and Adult Care Food Program

The Program Operator shall comply with all provisions of 7 *CFR*, Part 226, and all requirements developed pursuant to and imposed by these regulations which incorporate the Program Operator's state agency information technology system application packet, management plan, federal procurement standards; as well as applicable provisions of 2 *CFR*, Part 200; 7 *CFR*, parts 15, 15a, 15b; USDA guidance; and CDSS management bulletins, and the most recent revision of FNS Instruction Number 796-2 hereby incorporated by reference.

The Program Operator Agrees to:

1. Administer the program from an ongoing office site located within the state of California and staffed by permanent administrative personnel during normal business hours to adequately meet the needs of the day care homes. [7 *CFR*, Section 226.2 and FNS Instruction 788-16]

2. Notify the CDSS in advance of days the Program Operator's office will be closed. [7 *CFR,* Section 226.6(b)(4)(iii)]

3. Comply with, and meet all requirements in, 7 *CFR*, Part 226, the CACFP regulations, this Agreement with the CDSS, and all departmental guidance provided.

4. Include a nondiscrimination statement in all program materials and display the civil rights poster. [7 *CFR*, Section 226.6(b)(1)(iii)] [7 *CFR*, Section 226.6(b)(1)(xviii)(B)(*3*)]

5. New CACFP agencies are still responsible for issuing an initial public media release. The CDSS will issue all subsequent media releases. [7 *CFR*, Section 226.23(d)]

6. Comply with the CACFP Audit Rule; 7 *CFR,* Sections 226.8(a), (b), (c), and (d); the CDSS's policy and guidance; and the most recent revision of USDA, FNS Instruction 796.2.

7. The Program Operator shall not contract for the management of the CACFP. [7 *CFR*, Section 226.15(c)]

8. Submit an annual administrative budget to the CDSS for approval no later than September 1 of each year. [7 *CFR*, Section 226.6(f)(1)(iv)]

9. Retain no more than 30 percent of Federal meal reimbursement, per month, for allowable administrative costs. [7 *CFR*, Section 226.12(a)(3)(iv)]

10. Report actual administrative expenses and income on the monthly claim for reimbursement and maintain documentation supporting such costs. [7 *CFR*, Section 226.13(d)]

11. Use interest earned from an interest-bearing account for the enhancement of the program and maintain proper documentation proving its use. [the most recent revision of FNS Instruction 796.2]

12. Maintain a record of the amounts and dates of payments to each site. [7 *CFR*, Section 226.13 and 7 *CFR* 226.10]

13. Per 7 *CFR*, Section 226.14, remit to the CDSS all monies owed within 30 days, (including administrative cash advances) when:

    A. The Program Operator's agreement or cash advance is canceled; or

    B. A demand is made by the CDSS and all appeals have been exercised.

14. Remit to the CDSS reimbursement for meals disallowed during an audit or administrative review including the portion retained by the Program Operator for administration. [7 *CFR*, Section 226.14]

15. Reimburse applicable sites for additional meals discovered during an audit or administrative review according to the program requirements. [7 *CFR*, Section 226.6(k)(3)]

16. Recruit only sites that are not operating under another Program Operator. [7 *CFR*, Section 226.18(b)(13)] [7 *CFR*, Section 226.6(b)(1)(xviii)(A)(1)]

17. Accept that a day care home provider may transfer from one Program Operator to another only once every 12 months.

18. Accept only one site transfer from any other Program Operator per month.

19. Recruit sites that are licensed, registered, or government approved. [7 *CFR*, Section 226.6(b)(2)(vii)(A)(1)]

20. Provide access to all approved sites listed on the Schedule A and make available all accounts and records pertaining to the CACFP to representatives of the CDSS, the USDA, the U.S. General Accounting Office, and other authorized agencies upon request, through either announced or unannounced reviews during normal hours of operation. During any such reviews, the representatives of the above cited agencies shall show photo identification that demonstrates they are employees of one of the agencies. [7 *CFR*, Section 226.18(b)(1)]

21. Provide written notification to all sites that they are required to comply with Section 504 of the Rehabilitation Act of 1973 as amended (29 *United States Code* Section 794).

22. Enter into a written agreement (provided by the CDSS) with each site that specifies the rights and responsibilities of the Program Operator and the site as provided by the CDSS, and includes the day care home provider's full name, mailing address, and date of birth. [7 *CFR*, Section 226.6(p)] [7 *CFR*, Section 226.18(b)]

23. Attend training as mandated by the CDSS. [7 *CFR*, Section 226.16(d)(3)]

24. Certify annually that it is in compliance with the terms and conditions set forth in this Agreement. If the CDSS terminates this Agreement, the Program Operator shall give control of those financial accounts containing CACFP money and all CACFP records to the CDSS. [the most recent revision of FNS Instruction 796.2]

25. Provide an outside employment policy that restricts other employment by Program Operator employees that interferes with an employee's performance of CACFP duties and responsibilities, including outside employment that constitutes a real or apparent conflict of interest. [7 *CFR*, Section 226.6(b)(1)(xvi)]

26. Notify each site of the serious deficiency process for day care home providers, whereby each provider will have the opportunity to correct program deficiencies and appeal the Program Operator's intent to terminate the provider's participation in the program. [7 *CFR*, Section 226.16(l)(3)]

27. Provide to the CDSS, annually, the list of providers categorically certified as Tier I based on CalFresh or SNAP eligibility. [7 *CFR*, Section 226.6(f)(1)(viii)(E)]

28. Record Keeping: As per 7 *CFR*, Section 226.15(e), Program Operators shall establish procedures for, maintain, and make available at CDSS request, the records listed below that provide the basis for claims for reimbursement, audits, and administrative reviews. Failure to keep and maintain required records for each approved site may result in the recovery of all program funds.

    A. Establish procedures to collect, maintain, and update all necessary program records as required. Records shall include:

        i. Copies of all applications, agreements, and supporting documents submitted to the CDSS

        ii. Documentation pertaining to the enrollment of each child shall include the child's normal days and hours of care and the meals that the child would ordinarily receive. The enrollment document shall be signed by a parent or guardian, and shall be updated annually

        iii. Documentation to be collected annually pertaining to the eligibility of the providers' own children for whom meals are and were claimed

        iv. Copies of all claims for reimbursement submitted to the CDSS

        v. Receipts for all program payments received from the CDSS

vi. Documentation indicating the number of children in attendance and the number of meals, by type (breakfast, lunch, supper, and snacks), served to enrolled children daily

vii. Copies of invoices, receipts, and other records required by the CDSS to document:

(1) Costs charged to the CACFP and
(2) Income received from the CACFP

viii. Copies of menus and meal counts for each approved site

ix. Information on training sessions provided to the sites including dates and locations, as well as topics presented and names of participants

x. Documentation of site monitoring, showing dates and locations, notations of any problems, and the corrective action prescribed and effected

xi. Documentation that demonstrates compliance with the reimbursement payment requirements to sites

xii. Documentation that substantiates the meals claimed both by reimbursement category and by meal type within each category

xiii. Documentation of annual public media release

xiv. Documentation that every Tier I eligibility determination based on school free and reduced-price meal eligibility data is certified every five years

xv. Documentation that every Tier I eligibility determination based on national census data is certified every five years or with the publication of new national census data

xvi. Documentation that every Tier I eligibility determination based on provider's income is certified annually

xvii. Verification of each Tier I determination based upon provider's income

xviii. Any home that does not qualify for Tier I reimbursement rates shall be classified for Tier II reimbursement rates

29. Retain all records and accounts pertaining to the program for a period of three years following the program year (October to September) to which they pertain. If audit findings have not been

resolved, such records and accounts shall be retained beyond the end of the three-year period until audit issues are resolved and the audit is closed.

The Program Operators are required to adhere to the following Operational Provisions:

1. Meal Service shall comply with 7 *CFR*, Section 226.18, including:

   A. Offer all children in attendance at the day care homes the same meals at no separate charge and with no physical segregation or other discrimination because of race, color, national origin, sex (including gender identity and sexual orientation), religion, age or disability, or political beliefs.

   B. Obtain “Decline Participation” forms for children whose parents decline their participation in the CACFP.

   C. Plan and prepare food in amounts that are sufficient to serve each enrolled child one meal at each meal service which meets the minimum requirements set forth in the Meal Patterns for Infants and Older Children, as prescribed by 7 *CFR*, Section 226.20;

      i. Serve a reimbursable meal to each eligible child

      ii. Ensure that the counts at each meal service do not exceed the licensed capacity

      iii. Ensure that the preparation, serving, and storage of foods are carried out in a manner that conforms to applicable state and local sanitation laws and regulations

2. To receive reimbursement, Program Operators shall follow current FNS Instruction 796-2 and perform the following:

   A. Submit claims based on current eligibility and enrollment information

   B. Claim for reimbursement only meals served that meet the meal pattern component requirements in Schedule B (Meal Patterns)

   C. Claim for reimbursement only meals served to eligible children enrolled for care participating in the Child and Adult Care Food Program at approved sites

   D. Claim no more than two major meals and one snack or two snacks and one major meal for each child

   E. Maintain in and out records for children if shifts of care are provided

F. Edit the monthly claims of each sponsored provider before filing the consolidated monthly reimbursement claim. Program Operators are not required to perform an edit check to detect block claims or unannounced follow-up reviews related to block claims

G. Block claiming is defined as a claim for reimbursement submitted by a site in which the number of meals claimed for one or more meal type (breakfast, lunch, snack, or supper) is identical for 15 consecutive operating days within a claiming period

H. Submit claims to the CDSS as soon as possible after provider records have been received and verified in the month following the claim month, but not later than 60 days following the claim month or risk forfeiture of reimbursement for that month

I. Claim meals both by tiering reimbursement category and by meal type within each category

3. For monitoring and training, per 7 *CFR*, Section 226.18, all Program Operators are to provide adequate supervisory and operational personnel for the effective management and monitoring of the program at all sites under the Program Operator's jurisdiction as stated in the Management Plan. At a minimum, the Program Operator shall:

A. Conduct pre-approval visits to each site to discuss CACFP benefits and regulations [7 *CFR,* Section 226.16(d)(1)]

B. Employ the equivalent of one full-time staff person for each 50 to 150 day care homes it sponsors, and employ the equivalent of one full-time staff person for each 25 to 150 centers it sponsors, to perform monitoring (sponsors with less than 50 providers are exempt from this requirement) [7 *CFR,* Section 226.16(b)(1)]

C. Monitor each site at least three times per year, with year defined as a consecutive 12-month period. For new sites, the first visit shall occur within the first four weeks of operation and no more than six months shall elapse between visits. For continuing sites, no more than six months shall elapse between visits [7 *CFR*, Section 226.16(d)(4)(iii)]

D. Ensure that at least two of the three required annual visits are unannounced and one of the unannounced is during a meal service [7 *CFR*, sections 226.16(d)(4)(iii) through (vii)]

E. Train site staff in program duties and responsibilities prior to beginning program operation, with additional training sessions to be held at least once annually [7 *CFR*, Section 226.16(d)(2) and 7 CFR 226.16(d)(3)]

F. Explain the tiering categories and reimbursement process to the providers [7 *CFR*, Section 226.18(b)(11)]

4. The CDSS and the Program Operator mutually Agree, per 7 *CFR* 226.12(a) that Administrative expenses shall not exceed the lesser of:

A. Actual expenditures for administering the program; or

B. The amount of administrative costs in the Program Operator 's approved budget; or

C. The sum of the products is obtained by multiplying the sponsoring organization's monthly number of day care homes by the Federally set reimbursement rates in accordance with 7 *CFR* 226.12(a). The Federal Register is used for the most current fiscal year

5. During any fiscal year, administrative payments to a sponsoring organization may not exceed 30 percent of the total amount of administrative payments and food service payments for day care home operations.

The CDSS Agrees to:

1. Reimburse the Program Operator for the number of meals served to enrolled children in the sites approved by the CDSS, according to either Tier I or Tier II meal reimbursement rates, depending upon the site's status as either Tier I or Tier II day care homes and the Tier I or Tier II eligibility of the child(ren) enrolled in Tier II homes. [7 *CFR*, Section 226.13]

2. Prohibit the Program Operator from retaining no more than 30 percent of Federal meal reimbursement, per month, for allowable administrative costs. [7 *CFR*, Section 226.12(a)]

3. Notify the Program Operator of any changes in program requirements.

4. Provide the Program Operator with annual information to update and/or renew the program participation.

5. Provide technical and supervisory assistance to the Program Operator.

6. Notify the Program Operator of any serious deficiencies, whereby the Program Operator will have the opportunity to correct the program deficiencies. If the Program Operator's corrective action is unacceptable and results in intent to terminate, the Program Operator will be notified of its appeal rights. [7 *CFR,* Section 226.6(c)(1)(iii)(A)]

Requirements for Program Operator Participation in the Child and Adult Care Food Program – Centers Sponsors

The Program Operators, as defined in 7 *CFR*, Section 226.2, shall comply with all provisions of 7 *CFR*, Part 226, and all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor's state agency information technology system application packet, management plan, federal procurement standards. As well as applicable provisions of 2 *CFR*, Part 200; 7 *CFR*, parts 15, 15a, 15b; USDA guidance; applicable CDE and CDSS policy guidance; and the most recent revision of FNS 796-2 hereby incorporated by reference.

The Program Operator agrees to:

1. Administer the program from an ongoing office site staffed by permanent administrative personnel located within the state of California. [7 *CFR*, Section 226.2]

2. All forms of communication available to the public regarding the CACFP must contain the appropriate USDA nondiscrimination statement short version or long version. Agencies must use the long version in all situations except when the long version would alter the nature of the document (i.e., on brochures, flyers, pamphlets, etc.).

3. Comply with the CACFP Audit Rule, 7 *CFR*, Part 226.8(a)–(d), 2 *CFR* Part 200 subpart F, 2 *CFR* parts 400, 415, and 416 and the CDSS's policy and guidance.

4. Annually certify compliance with the terms and conditions set forth in the following certificates: Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-free Workplace Requirements. The certificates are located in CNIPS – CACFP 33 [Section 1352, Title 31 of the U.S. Code, and implemented at 34 *CFR* Part 82; Executive Order 12549, Debarment and Suspension, and implemented at 34 *CFR* Part 85, for prospective participants in primary covered transactions, as defined at 34 *CFR* Part 85, Sections 85.105 and 85.110; Drug-Free Workplace Act of 1988, and implemented at 34 *CFR* Part 85, Subpart F, for grantees, as defined at 34 *CFR* Part 85, Sections 85.605 and 85.610].

5. Accept final administrative and financial responsibility for the food service operations at each center under their operation and employ an adequate number of management and operational personnel to effectively manage the CACFP at its centers. [7 *CFR*, Section 226.6(b)(4)(ii)]

6. Use interest earned from an interest-bearing account for the enhancement of the program and maintain proper documentation proving its use. [The most recent revision of FNS 796-2.]

7. Remit to the CDSS reimbursement for meals disallowed during an audit or Administrative Review (AR) [7 *CFR*, Section 226.14(a)].

8. Use no more than 15 percent (%) of its annual CACFP meal reimbursement for CACFP administrative expenses. This includes, but is not limited to; eligibility determinations, claims preparation, monitoring, and training. [7 *CFR*, Section 226.6(f)(1)(iv)]

9. Monitor its centers three times per year, with at least two of those visits unannounced and one of the unannounced visits including observation of a meal service. Not more than six months shall elapse between reviews. [7 *CFR*, Section 226.16(d)(4)(iii)]

10. Notify parents of the enrolled children and families/caregivers of enrolled adults of their centers' participation in the CACFP.

11. Provide an outside-employment policy restricts other employment by employees that interferes with an employee's performance of Program-related duties and responsibilities, including outside employment that constitutes a real or apparent conflict of interest. [7 *CFR*, 226.6(b)(1)(xvi)]

12. Adult agencies only: Provide a community-based group program designed to meet the needs of functionally impaired adults through an individual plan of care. Such a program shall be a structured, comprehensive program that provides a variety of health, social and related support services to enrolled adult participants. [7 *CFR*, Section 226.19a(b)(1)]

13. Child or adult care centers shall have federal, state, or local licensing or approval to provide day care services to participants. Child or adult care centers, which are complying with applicable procedures to renew licensing or approval, may participate in the CACFP during the renewal process, unless the CDSS has information that indicates that renewal will be denied. [7 CFR, Section 226.17(b)(1) and 7 *CFR*, Section 226.19a(b)(3)]

14. The Program Operator is responsible to ensure program compliance for all entities that are part of the legal entity or not part of the legal entity. The Program Operator or sponsoring organization is administratively and fiscally responsible for all sites that are part of the legal entity or not part of the legal entity.

15. Emergency shelters are exempt from licensing/approval requirements contained in this section but shall meet the requirements of paragraph 7 *CFR*, Section 226.22(d)(2) to be eligible to participate in the Program. Independent centers shall submit such documentation to the CDSS on their own behalf. [7 *CFR*, Section 226.6(d)]

16. At-risk afterschool care centers shall comply with licensing requirements set forth in 7 *CFR*, Section 226.17a(d). Emergency shelters shall comply with health and safety requirements set forth in 7 *CFR*, Section 226.6(d).

17. Except for for-profit centers, child and adult care centers shall be public, or have tax exempt status under the *Internal Revenue Code* of 1986. [7 *CFR*, Section 226.17(b)(2)]

18. Nonprofit and public Program Operators shall immediately notify the CDSS of a change in program sponsorship (i.e., placing a child or adult care center under a different sponsor) or change in legal status (i.e., from nonprofit to for-profit). Nonprofit and public Program Operators shall also notify the CDSS of any changes to the nonprofit and public Program Operators responsible principles.

19. Private for-profit Program Operators shall immediately notify the CDSS of a change in ownership.

20. Each child or adult care center participating in the CACFP shall serve one or more of the following meal types—breakfast; lunch; supper; or snack. Childcare centers and adult day care centers shall not claim reimbursement for more than two meals and one snack, or one meal and two snacks, provided daily to each participant. [7 *CFR*, Section 226.17(b)(3)]

21. At-risk afterschool care centers shall not claim reimbursement for more than one meal and one snack. [7 *CFR*, Section 226.17a(k)]

22. Emergency shelters shall not claim reimbursement for more than three meals, or two meals and one snack. [Section 17(t)(1) of the National School Lunch Act]

23. Nonpricing Program Policy Statement: Offer the same meals to all children or adults in attendance at approved sites with no physical segregation or other discrimination because of race, color, national origin, sex (including gender identity and sexual orientation), religion, age, disability reprisal or retaliation for prior civil rights activity. These meals will be served to all children or adults at no separate charge in all nonpricing programs. All revisions to this policy statement shall be approved by CDSS prior to implementation. Pending approval of a revision to this statement, the existing policy shall remain in effect.

24. Pricing Program Policy Statement: Sign and submit the CDSS Child and Adult Care Food Program F/RP Meal Policy Statement for Pricing Programs or a modified version for CDSS approval. Any revisions to this policy statement shall be approved by CDSS prior to implementation. Pending approval of a revision to this statement, the existing policy shall remain in effect.

25. Each child or adult care center participating in the CACFP shall claim only the meal types specified in its approved application in accordance with the meal pattern requirements specified in 7 *CFR*, Section 226.20. Menus and any other nutritional records required by the CDSS shall be maintained to document compliance with such requirements. [7 *CFR*, Section 226.17(b)(4)]

26. For-profit child care centers shall not claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for F/RP meals or were Title XX beneficiaries. However, children who only receive at-risk afterschool snacks or at-risk afterschool meals shall not be included in this percentage. [7 *CFR*, Section 226.17(b)(4)]

27. For-profit adult care centers shall not claim reimbursement for meals served to participants in any month in which less than 25 percent of the enrolled participants were Title XIX or Title XX beneficiaries. [7 *CFR*, Section 226.19a(b)(6)]

28. A child care center with preschool children may also be approved to serve a breakfast, snack, and supper to school-age children participating in an outside-school-hours care program meeting the criteria of 7 *CFR*, Section 226.19(b), which is distinct from its day care program for preschool-age

children. The CDSS may authorize the service of lunch to such participating children who attend a school that does not offer a lunch program, provided that the limit of two meals and one snack, or one meal and two snacks, per child per day is not exceeded.

29. A child care center with preschool children may also be approved to serve a snack or meal to school-age children participating in an at-risk afterschool care program meeting the requirements of 7 *CFR*, Section 226.17a, that is distinct from its day care program for preschool children, provided that the limit of two meals, and one snack, or one meal and two snacks, per child per day is not exceeded.

30. A child or adult care center may use existing school food service facilities or obtain meals from a school food service facility, and the pertinent requirements shall be addressed in a written agreement between the child or adult care center and school. The center shall maintain responsibility for all applicable CACFP requirements set forth in 7 *CFR*, Part 226. [7 *CFR*, Section 226.19(b)(8)]

31. Each child or adult care center, except at-risk afterschool care centers and emergency shelters, shall collect and maintain documentation of the enrollment of each participant, including information used to determine eligibility for F/RP meals in accordance with 7 *CFR*, Section 226.23(e)(1). For children enrolled in a childcare center, documentation of enrollment shall be updated annually, signed by a parent or legal guardian, and include information on each child's normal days and hours of care and the meals normally received while in care. [7 *CFR*, Section 226.15(e)(2)]

32. Sponsored child or adult care sites shall promptly inform the sponsoring organization about any change in its licensing or approval status. Changes may include but is not limited to: dates and times of meals service, months of service, staffing information and all other information pertinent to the implementation of the CACFP program.

33. Comply with cost principles and considerations affecting allowability of costs, and administrative requirements, in accordance with 2 *CFR*, Part 200, subparts D and E; most recent revision of FNS 796.2 section VIII, federal regulations, and all applicable federal and state policies. The Program Operator agrees to account for costs correctly and maintain records with sufficient supporting documentation to demonstrate that costs claimed have been incurred, are allocable to the CACFP, and comply with state agency financial management requirements and all applicable CACFP regulations and policies. Costs that are not properly documented and recorded pursuant to the above are unallowable

34. Recording all costs through GAAP: Accounting for all costs of operation, describes in-kind services and contributions. The USDA has defined in-kind services as costs that are actual cash expenditures that have been paid by the Program Operator, even though the CACFP may not have been billed for the CACFP share of the cost. These costs shall be accounted for in the Program Operator's financial records [MB CACFP-06-2017]

35. Each outside-school-hours care center participating in the Program shall claim only the meal types specified in its approved application and served in compliance with the meal pattern requirements of 7 *CFR*, Section 226.20 Reimbursement may not be claimed for more than two meals and one snack provided daily to each child or for meals served to children at any one time in excess of authorized capacity. For-profit centers may not claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for free or reduced price meals or were title XX beneficiaries. [7 *CFR*, Section 226.19(b)(5)]

36. Each sponsoring organization shall provide adequate supervisory and operational personnel for the effective management and monitoring of the program at all facilities it sponsors. Each sponsoring organization shall employ monitoring staff sufficient to meet the requirements of paragraph (b)(1). [7 *CFR*, Section 226.16(d)]

37. Annual training on Program duties and responsibilities to responsible principles; for School Food Authorities, this shall be the highest-ranking individual who has administrative and or fiscal control over the institution, e.g. the Superintendent and or the Chief Business Officer (CBO), from all sponsored facilities prior to the beginning of Program operations. Training shall include instruction, appropriate to the level of staff experience and duties, on the Program's meal patterns, meal counts, claims submission and review procedures, recordkeeping requirements, and reimbursement system. Attendance by the responsible principles, as defined by the CDSS, is mandatory [7 *CFR*, Section 226.16(d)(2)].

38. Additional mandatory training sessions for responsible principles or highest-ranking official(s) from all sponsored childcare and adult day care facilities not less frequently than annually. At a minimum, such training shall include instruction, appropriate to the level of staff experience and duties, on the Program's meal patterns, meal counts, claims submission and review procedures, recordkeeping requirements, and reimbursement system. Attendance by the responsible principles, as defined by the CDSS, is mandatory. [7 *CFR*, Section 226.16(d)(3)].

39. Renewing Program Operators: The Healthy, Hunger-Free Kids Act of 2010 (Act) requires state agencies to have permanent operating agreements with CACFP sponsors. 7 *CFR*, sections 226.6(f)(1) and 226.6(f)(3) also require agencies to submit documents annually to the CDSS and verify that all information previously provided to the CDSS is current and correct. Therefore, agencies that fail to submit these annual documents are not in full compliance with 7 *CFR,* Part 226.6(b)(2).

    A. The CDSS shall terminate the operating agreements if they are not “renewed” by October 31 of each year. Program Operators shall either submit the required documents, withdraw from the CACFP, or be terminated for non-renewal.

    B. The Program Operator shall submit a complete annual update application packet via the CDSS information technology system. The CDSS will declare any Program Operator that has not submitted complete annual update documents by October 1, seriously deficient by

November 1. For the CDSS staff to have sufficient time to review submitted annual update documents, all Program Operators shall ensure that they submit their annual update application packet electronically via the CDSS information technology system by October 1. Annual update documents shall not be considered submitted to CDSS until CDSS receives them through its information technology system, e-mail, or postal mail. If a Program Operator does not submit the required annual update, the CDSS shall continue to pay all prior federal fiscal year valid claims. The Program Operator will not be paid for any meals served after termination.

40. The CDSS has the right to terminate the agreement for cause or for convenience, subject to 7 *CFR*, Section 226.6. In the event of termination, Program Operators shall comply with the CDSS's time limit for submission of claims for reimbursement.

41. Any changes to the Program Operator's state agency information technology system application, which include but are not limited to, dates and times of meals service and type of meals served, shall be submitted to the CDSS in the month of, or in the preceding months, for which the change will take into effect. The USDA, FNS Instruction 796.2, Revision 4 and 2 *CFR*, Part 200, subparts D and E establish guidelines for the financial management of CACFP reimbursement funds. These guidelines include, but are not limited to, information on CACFP allowable costs, and the level of approval required for such costs. All costs, including food, require prior approval before the cost is incurred. Some expenses require specific prior written approval by the CDSS or the FNS, depending on the nature of the cost. The CDSS may not pay for any claims for sites that served meals outside the month that they were approved for. [USDA, the most recent revision of FNS 796.2. and Title 2 *CFR* Part 200]

42. Sponsoring organizations, as defined in 7 *CFR*, Section 226.2, shall comply with additional provisions set forth in 7 *CFR*, Section 226.16.

43. Program Operators shall purchase CACFP food, supplies, equipment, and other goods and services in accordance with the federal procurement standards and instructions set forth in 2 *CFR*, sections 200.318–326, 7 *CFR*, Section 226.22, and the most recent revision of FNS 796.2.

44. The CDSS shall not approve any application submitted by a Program Operator on behalf of a facility where either the facility or any of its principals are on the National Disqualified List. [7*CFR*, Section 226.6(b)(1)(xii)]

45. Enter into a written agreement with each unaffiliated site that specifies the rights and responsibilities of the Program Operator and the site, and submits to the CDSS, the unaffiliated site responsible principle(s) full name, mailing address, and date of birth. The Sponsoring organization shall assume all responsibility for the unaffiliated site for the operation of the CACFP. Any fiscal or corrective action against the unaffiliated site shall be the responsibility of the Sponsoring organization.

The CDSS Agrees to:

1. Reimburse the Program Operator in accordance with all federal requirements.
2. Notify the Program Operator of any changes in program requirements.
3. Provide annual information to update and/or renew the program.
4. Provide technical assistance to the Program Operator.

CACFP Requirements for All Program Operators

1. **Record Keeping** is the basis for all claims for reimbursement. Maintaining appropriate records to document compliance with CACFP requirements, including budgets, accounting records, approved budget amendments, and, if a sponsoring organization, management plans and appropriate records on facility and site operations, shall result in the recovery of program funds; [7 *CFR*, Section 226.6(b)(1)(xviii)(C)(3)].

    A. Each Program Operator shall establish procedures to collect and maintain all program records required under this part, as well as any records required by the CDSS. Failure to maintain such records shall be grounds for the denial of reimbursement for meals served during the period covered by the records in question and for the denial of reimbursement for costs associated with such records [7*CFR*, 226.15(e)]

    B. Copies of all applications, agreements, schedules, and supporting documents submitted to the CDSS

    C. Enrollment documents for each child or adult. In child care centers (excluding after-school centers, emergency shelters, and outside-school-hours centers), each child's enrollment document shall be signed by a parent or guardian and state the child's normal days and hours of child care and the meals that the child ordinarily would receive. Centers shall update this information annually

    D. Copies of all claims for reimbursement submitted to the CDSS

    E. Receipts for all program payments received from the CDSS

    F. Daily records indicating the time of meal service, type of meal (breakfast, lunch, supper, and snacks), number of children or adults in attendance and the number of meals served to enrolled children or adults

    G. Copies of menus and any other food service records required by the CDSS for each approved site

H. Information on training sessions provided to the sites including dates and locations, as well as topics presented and names of participants

I. A record of site monitoring, showing dates and locations of the sites, notations of any problems, and the corrective action prescribed and implemented

J. A copy of the annual media release

K. Program Operators shall maintain all CACFP records for a period of three years following the federal fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved. All accounts and records pertaining to the Program shall be made available, upon request, to representatives of the CDSS, and of the U.S. Government Accountability Office for audit or review, at a reasonable time and place. [7 *CFR*, Section 226.10(d)]

2. **Meal Service:**

A. Offer the same meals to all children or adults in attendance at approved sites with no physical segregation or other discrimination because of race, color, national origin, sex (including gender identity and sexual orientation), religion, age, or disability. These meals will be served to all children or adults at no separate charge in all nonpricing programs [7 *CFR*, Section 226.23(b)]

B. Plan and prepare food in amounts that are sufficient to meet the minimum requirements set forth in the Meal Patterns for Infants and Older Children or Adults, as prescribed by 7 *CFR*, Part 226.20 at each meal service for each participant

C. Ensure that the preparation, serving, and storage of foods are carried out in a manner that conforms to applicable state and local sanitation laws and regulations [7 *CFR*, Section 226.20(l)]

D. All sites shall be approved prior to the month of meal service [7 *CFR*, Section 226.6(b)(1)(xviii)(C)(5)]

3. **Reimbursement:**

A. Edit the monthly meal claims of each sponsored site before filing the consolidated monthly reimbursement claim. Program Operators are not required to perform an edit check to detect block claims or unannounced follow-up reviews related to block claims [7 *CFR*, Section 226.11(b)(1)];

B. Submit monthly claims based on current eligibility and enrollment information as required by the claiming method [7 *CFR*, Section 226.17(b)(8)]

C. Claim for monthly reimbursement only meals served that meet the meal pattern requirements [7 *CFR*, Section 226.6(b)(1)(xviii)(c)(5)(vi)]

D. Claim for monthly reimbursement only meals served to eligible children or adults enrolled for care at approved sites; [CACFP 04 (Rev. 08/2019) Page 6]

E. At-risk only: Claim for reimbursement only snacks served to eligible children enrolled for care at approved sites [7 *CFR*, Section 226.11(c)(2)]

F. Private for-profit Child Care Agencies only: Claim monthly meal reimbursement only for the meals served at sites that meet the 25% threshold for either free or reduced-price meal eligibility or subsidized care [7 *CFR*, Section 226.10(c)]

G. Agencies shall submit a claim for reimbursement no later than 60 calendar days after the month claimed. Example: A claim for June shall be submitted by August 29, 60 days after the month of June. All claims are submitted through the CDSS information technology system [7 *CFR*, Section 226.10(e)]

H. Adult only: Make no claim to the CDSS for any meal supported by Part C of Title III of the Older Americans Act of 1965 [7 *CFR*, Section 226.19a(b)(6)]

I. Time of meal service: State agencies may require any Program Operator to allow a specific amount of time to elapse between meal services or require that meal services not exceed a specified duration. [7 *CFR*, Section 226.20(k)]

4. **Time periods for snack and meal services:**

A. At-risk afterschool snack: When school is in session, the snack shall be served after the child's school day. With State agency approval, the snack may be served at any time on weekends and vacations during the regular school year. Afterschool snacks may not be claimed during summer vacation, unless an at-risk afterschool care center is in the attendance area of a school operating on a year-round calendar [7 *CFR*, Section 226.17a(m)]

B. At-risk afterschool meals: When school is in session, the meal shall be served after the child's school day. With State agency approval, any one meal may be served (breakfast, lunch, or supper) per day on weekends and vacations during the regular school year. Afterschool meals may not be claimed during summer vacation, unless an at-risk afterschool care center is in the attendance area of a school operating on a year-round calendar [7 *CFR*, Section 226.17a(m)]

5. **Monitoring and Training:**

   A. Provide adequate supervisory and operational personnel for the effective management and monitoring of the program at all sites under the Program Operator's jurisdiction as stated in the Management Plan. At a minimum, the Program Operator shall:

      i. Conduct preapproval visits to each new site to discuss the Child and Adult Care Food Program benefits and regulations [7 *CFR*, Section 226.6(d)(1)]

      ii. Assess each site's compliance with program requirements, including the reconciliation of meal counts over a five-day period [7 *CFR*, Section 226.16(d)(4)(i)]

      iii. Train site staff in program duties and responsibilities prior to beginning program operation, with additional training sessions to be held at least once annually [7 *CFR* Section 226.6(b)(1)(xviii)(C)(i)]

6. **Procurement:**

   A. Program Operators that contract with another Program Operator shall ensure that the food service contract contains the provisions specified in 2 *CFR*, Part 200 and 7 *CFR*, sections 226.21 and 226.22.

   B. Program Operators that contract with a non-Program Operator shall comply with the bid and contractual requirements of 2 *CFR*, Part 200; 7 *CFR*, sections 226.21 and 226.22 if the Program Operator contracts with a food service management company as defined in 7 *CFR*, Section 226.2; and ensure that the company complies with the meal pattern requirements and maintains menu records and food purchase records in accordance with applicable program guidelines.

Food Service Management Companies (if applicable):

1. Any Program Operator may contract with a Food Service Management Company (FSMC). A Program Operator which contracts with a food service management company shall remain responsible for ensuring that the food service operation conforms to its agreement with the CDSS. [7 CFR, Section 226.21(a)]

2. Program Operator shall comply with existing Federal, State, and local procurement requirements when obtaining the services of an FSMC. All procurements of meals from food service management companies shall adhere to procurement standards set forth in 7 CFR sections 226.20; 226.21;226.22 and at 2 CFR, Part 200, subparts D and E, and contract provisions in Appendix II to 2 CFR Part 200.

3. A Program Operator shall not contract with an FSMC to manage its food service operation.

4. All proposed contracts shall be publicly announced at least once 14 calendar days prior to the opening of bids. The institution shall also provide notice to the State Agency. The announcement and notice shall include the time and place of the bid opening. [7 CFR, Section 226.21(a)(1)-(2)]

5. The invitation to bid shall not provide for loans or any other monetary benefit or terms or conditions to be made to Program Operators by food service management companies. [7 CFR, Section 226.21(a)(3)]

6. Nonfood items shall be excluded from the invitation to bid, except where such items are essential to the conduct of the food service. [7 CFR, Section 226.21(a)(4)]

7. The invitation to bid shall not specify special meal requirements to meet ethnic or religious needs unless special requirements are necessary to meet the needs of the participants to be served. [7 CFR, Section 226.21(a)(5)]

8. The bid shall be publicly opened. [7 CFR, Section 226.21(a)(6)]

9. All bids totaling $50,000 or more shall be submitted to the CDSS for approval before acceptance. All bids shall be submitted to the CDSS for approval before accepting a bid which exceeds the lowest bid. State agencies shall respond to any request for approval within 10 working days of receipt. [7 CFR, Section 226.21(a)(7)]

10. The Program Operator shall inform the CDSS of the reason for selecting the chosen FSMC . CDSS may require Program Operators to submit copies of all bids submitted under this section. [7 CFR, Section 226.21(a)(8)]

11. The Program Operator and the FSMC shall enter into a standard contract as required by 7 CFR Section 226.6(i). However, public Program Operators may, with the approval of the CDSS, use their customary form of contract if it incorporates the provisions of Section 226.6(i). [7 CFR, Section 226.21(b)]

12. A copy of the contract between each Program Operator and FSMC shall be submitted to the CDSS prior to the beginning of the contract term. [7 CFR, Section 226.21(c)]

13. Each proposed additional provision to the standard form of contract shall be submitted to the CDSS for approval. [7 CFR, Section 226.21(d)]

14. An FSMC may not subcontract for the total meal, with or without milk, or for the assembly of the meal. [7 CFR, Section 226.21(e)]

Equal Employment Opportunity Clause

The Program Operator agrees that:

1. It will not discriminate against any employee because of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability. The Program Operator will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, sex (including gender identity and sexual orientation), religion, age, disability, political beliefs, sexual orientation, or marital or family status. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Program Operator agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the CDSS setting forth the provisions of this nondiscrimination clause.

2. The Program Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Program Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex (including gender identity and sexual orientation), age, or disability.

3. The Program Operator will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CDSS, advising the labor unions or workers' representative of the CDSS's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Program Operator will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Program Operator will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the USDA, the Secretary of Labor, or the CDSS for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Program Operator's noncompliance with the nondiscrimination clauses of this PSA, as it relates to CACFP expenses, the agreement may be canceled, terminated, or suspended in whole, or part and the Program Operator may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Program Operator will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

8. Pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Program Operator will take such action with respect to any subcontract or purchase order as the USDA or CDSS may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however that in the event the Program Operator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA or CDSS, the Program Operator may request the United States or the CDSS to enter into such litigation to protect the interests of the United States.

Certification Regarding Lobbying

This section is applicable to grants, subgrants, cooperative agreements, and contracts exceeding $100,000 in federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Title 31, *United States Code* Section 1352. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each.

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The language of this certification will be included in the award documents for all covered subawards exceeding $100,000 in federal funds at all appropriate tiers and which all subrecipients shall certify and disclose accordingly.

Certification Regarding State and Federal Drug-free Workplace Requirements

Grantees Other Than Individuals

As required by Section 8355 of the California *Government Code* and the Drug-free Workplace Act of 1988, and implemented per 2 CFR, Part 182, for grantees, as defined at 2 CFR, Part 182, Subpart B:

1. The applicant certifies that it will provide a drug-free workplace by:

    A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

    B. Establishing an ongoing, drug-free awareness program to inform employees about:

        i. The dangers of drug abuse in the workplace

        ii. The grantee’s policy of maintaining a drug-free workplace

        iii. Any available drug counseling, rehabilitation, and employee assistance programs

        iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

    C. Requiring that each employee engaged in the performance of the grant be given a copy of the statement required by Paragraph (1).

    D. Notifying the employee in the statement required by Paragraph (1) that, as a condition of employment under the grant, the employee will:

        i. Abide by the terms of the statement

        ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

    E. Notifying the Program Operator in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees shall provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended

   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all paragraphs.

Grantees Who Are Individuals

As required by Section 8355 of the California Government Code and the Drug-free Workplace Act of 1988, and implemented per 2 CFR, Part 182, for grantees, as defined per 2 CFR, Part 182, Subpart C:

1. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented per 2 CFR, Part 180, for prospective participants in primary covered transactions, as defined per 2 CFR, Section 180.970:

1. The applicant (Program Operator) certifies that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency

   B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or

local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification
D. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default

2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Termination

1. The CDSS has the right to terminate the agreement for cause or for convenience, subject to 7 *CFR* Section 226.6.

2. The CDSS has the right to immediately terminate the agreement for serious deficiency(ies), if these serious deficiency(ies) constitute an imminent threat to the health or safety of participants, or the Program Operator has engaged in activities that threaten the public health or safety [7 *CFR*, Section 226.6(c)(5)]

3. The CDSS shall terminating a Program Operator’s agreement if the Program Operator becomes disqualified by another State agency or FNS [7 *CFR*, section 226.6(k)(3)(5), 226.6(c)(3)(i), 226.6(c)(6)(G).

4. The CDSS shall initiate termination of this agreement and follow applicable procedures if it determines that the institution has committed one or more serious deficiencies in 7 *CFR* Section 226.6(c)(2)(ii) and 7 *CFR* Section 226.6(c)(3)(ii). CDSS's denial of the Program Operator 's application, the proposed termination of the Program Operator 's agreement and the proposed disqualification of the Program Operator and the responsible principals and responsible individuals [7 *CFR*, Section 226.6(c)(2)(iii) and 7 *CFR*, Section 226.6(c)(3)(iii)]

5. The CDSS shall initiate termination of this agreement and follow applicable procedures if state or local health or licensing officials have cited the Program Operator for serious health or safety violations pursuant to 7 CFR Section 226.6(c)(5)(i).

6. The CDSS shall initiate termination of this agreement if it determines that the institution has knowingly submitted a false or fraudulent claim pursuant to 7 CFR Section 226.6(c)(5)(ii).

7. The CDSS shall terminate this agreement if the institution fails to fully and permanently correct, within the allotted time, any serious deficiency(ies) identified by the FNS. 7 CFR Part 226.6(c)(6)(ii)(A)(4).

This PSA constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this PSA shall bind either party unless in writing and signed by both parties. The program operator, by the signature of its authorized representative, hereby acknowledges that they have read this PSA, understand it, and agree to be bound by its terms and conditions.

Signature of Authorized Official or Designated Representative:			**Date:**
Printed Name of Authorized Official or Designated Representative:			**Title:**
Phone Number:	**Fax Number:**	**Email Address:**	
Contact Person (if different from above):	**Phone Number:**	**Email Address:**	

ON BEHALF OF THE STATE AGENCY: For the State of California, Department of Social Services Child and Adult Care Food Program Branch:		
Signature:	**Title:**	**Date:**

At-risk Afterschool Meals Acknowledgement Form

Task Checklist—Receipt and Acknowledgement

This document shall attest to the fact that I have received the Child and Adult Food Program At-risk Afterschool Meals Task Checklist.

I understand that I am expected to fulfill the functions and responsibilities of this Task Checklist in accordance with the requirements stated in the At-Risk Afterschool Meals (ARAM) Handbook. I also understand that the Task Checklist may be added to, amended, or rescinded by the Child and Adult Food Program at any time.

At-Risk Afterschool Meals Handbook—Receipt and Acknowledgement

Pledge to Read: I hereby acknowledge that I will read the ARAM Handbook and will become familiar with its contents. If I need clarification, I will contact my specialist.

Locations of the Handbook: I acknowledge that I received an electronic copy of the ARAM Handbook. Also, I have been informed that a printable version of the handbook is available to download from USDA's website at https://www.fns.usda.gov/sites/default/files/cn/atriskhandbook.pdf

Notification of Future Changes: It is my responsibility to read and comply with the policies and procedures contained in the ARAM Handbook. I understand that the policies and procedures contained in the handbook may change without prior notice. I understand that USDA will revise the ARAM Handbook and it is my responsibility to periodically check USDA's website for revisions. I understand that such revisions may supersede, modify, or eliminate existing policies, procedures, and requirements. If the handbook is revised, and the handbook is made available to me on the USDA's website, I will not need to sign this form again.

Signature of Authorized Representative	**Name and Title (Print)**	**Date**
	Sally Spero, Interim CN Director	

Optional:

Signature of Highest Agency Official	**Name and Title (Print)**	**Date**

Optional:

Signature of Board Chair	**Name and Title (Print)**	**Date**

U.S. Department of Agriculture (USDA) Nondiscrimination Statement

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, 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 https://www.usda.gov/oascr/how-to-file-a-program-discrimination-complaint 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

3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

Official Agency Certification and Designation of Authorized Representative

☑ New Child and Adult Care Food Program Agency (Complete Sections One & Three only)

☐ Existing Agency (Complete all sections)

Section One

Authorized Representative for ☑ Centers ☐ Day Care Homes

☐ Both Centers and Day Care Homes

Legal Agency Name

San Ysidro Elementary School District

Authorized Representative Name

Authorized Representative Title/Position

Telephone Number

619-428-4476 x 3011

Fax Number

N/A

Email Address

Section Two

Vendor Number

CNIPS ID Number

Is the previous authorized representative still employed by your agency? ☐ Yes ☐ No

Do you want the previous authorized representative to continue to have access to the Child Nutrition Information and Payment System (CNIPS)? ☐ Yes ☐ No

Printed Name of Previous Authorized Representative

Section Three

As indicated above, I certify the agency has the authority to implement the Child and Adult Care Food Program (CACFP). I authorize the above-named individual as the Authorized Representative to have full oversight of the CACFP. This person will assign the administrative staff necessary to implement and operate the CACFP according to the program's requirements. Furthermore, I agree to notify the California Department of Education (CDE) in the event of a change in the Authorized Representative. In that event, I agree to formally designate a new CACFP Authorized Representative for the agency.

I understand and acknowledge that, although the above-named individual is the Authorized Representative for the CACFP, I am ultimately responsible for the agency's CACFP operations. Furthermore, I understand the CACFP regulations prohibit contracting out the management of the CACFP to a third party.

I assure the CDE that the agency will adhere to all of the CACFP requirements outlined in Title 7, *Code of Federal Regulations*, Part 226 (CACFP Regulations), the CDSS Permanent Agreement, and all CDE and U.S. Department of Agriculture (USDA) guidance provided.

I acknowledge that this information is being given in connection with the receipt of federal funds and any deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes, and placement of all responsible principals and our agency on the USDA's National Disqualified List.

Printed Name of Executive Director/Highest Agency Official

Date

Signature

Printed Name of Board Chair (if applicable)

Date

Signature

Free and Reduced-price Meal Policy Statement for Non-Pricing Programs

Agency Name:	CNIPS ID#:
San Ysidro Elementary School District	
Address:	Vendor #:
4350 Otay Mesa Road	
City, State, Zip:	Effective Date (CDSS Use Only):
San Ysidro CA 92173	

We, the above-named agency, stipulate to the following free and reduced-price policy statement and conditions set forth in Title 7, *Code of Federal Regulations* (7 *CFR*), Part 226. Each provision of this policy statement shall apply to all sites under our jurisdiction unless otherwise indicated. Addenda are attached for those sites to which this policy statement does not specifically apply. Detailed policies and procedures related to this policy statement are maintained at each site. Changes made to this policy statement in subsequent program years will be forwarded to the Child and Adult Care Food Programs (CACFP) Branch at the California Department of Social Services (CDSS) for approval prior to implementation.

The agency listed above agrees to:

A. To serve all participants the same meals at no separate charge, regardless of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity and that there is no discrimination in the course of the food service

B. If applicable, not identify children in day care homes in which meals are reimbursed at both the tier I and tier II reimbursement rates, and that the sponsoring organization will not make any free and reduced-price eligibility information concerning individual households available to day care homes and will otherwise limit the use of such information to persons directly connected with the administration and enforcement of the CACFP

C. Submit to CDSS any alterations to this policy statement and any public announcements regarding the institution's pricing policy prior to implementation. Such changes will be effective only upon CDSS approval.

Program operators that do not adhere to these requirements may be considered noncompliant and the CDSS may disallow meals served. As the authorized representative of the agency named above, I hereby certify that the agency will comply with the above certifications. **I understand that I may not alter or amend this preprinted document in any manner.**

Signature of Executive Director/Highest Agency Official	**Date**

Printed Name of Executive Director/Highest Agency Official	Title

Phone Number	Fax Number	Email Address

Do not write below this line. For California Department of Social Services use only.

Signature of Child and Adult Care Food Program Manager	Date

U.S. Department of Agriculture (USDA) Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

2. **Fax:**
   (833) 256-1665 or (202) 690-7442; or

3. **Email:**
   program.intake@usda.gov

This institution is an equal opportunity provider.

AT-RISK SUPPER PROGRAM RECOMMENDATION

Currently, the Child Nutrition Department participates in the Afterschool Snack Program. It would better nourish the students and be most financially advantageous to switch to the At-Risk Supper Program.

Current Afterschool Snack Program

This program serves approximately 320 snacks per day spread over 7 sites. We are only required to serve 2 food items but the district has served 3 food items for quite some time because of (justified) complaints from the students that the snack was too small.

However, the reimbursement rate of $1.08 is quite low and consequently the program is losing money, especially by serving the extra food item.

Daily Revenue	$345.60
Daily Food Cost	$288.00 (83%)
Daily Gross Margin	$57.60
Daily Labor Cost	$98.00
Daily Net Loss	$40.40
Yearly Net Loss	$7,272

At-Risk Supper Program

We need to serve 5 food items and also add labor to prepare and serve the meals. Fortunately, the reimbursement rate is $4.03 and more than covers the extra costs.

Daily Revenue	$1,289.60
Daily Food Cost	$512.00 (39%)
Daily Gross Margin	$777.60
Daily Labor Cost	$392.00
Daily Net Return	$385.60
Yearly Net Return	$69,408.00

Progam Requirements

To participate, the district needs to enter into a Child and Adult Care Food Program (CACFP) with the California Department of Social Services. This is a different division than the CDE Food and Nutrition Services which runs the National School Lunch programs.

For the easiest financial management, we also need to sign an IntraAgency Agreement. It looks a little odd but basically the NSLP is vending to the CACFP for the total reimbursement for the meals and only requires one financial transfer per month.

Set-Up Requirements

Of course, a government program requires a considerable amount of paperwork to set. I will complete all the sections minus the required signatures. Once the signatures are obtained, I can begin the application process and get program approval from the CDSS.

After approval, we can plan for implementation including planning the menus, determining the staff members and setting a start date.

At-Risk Supper Program

- The District currently participates in the Afterschool Snack Program which currently serves approximately 320 students daily. Implementing the At-Risk Supper Program would provide better nourishment for the students and be more financially advantageous.

- The Afterschool Snack Program currently serves a variety of fruits, vegetables, snack crackers, milk and other similar items.

- The At-Risk Supper Program serves a full meal. Examples
    - Turkey and cheese sub, celery sticks, apple, milk
    - Chef salad, whole grain roll, raisins, milk
    - Hummus, pita chips, carrot sticks, orange, milk

- The Afterschool Snack Program is reimbursed at $1.08 per snack. This is insufficient to cover the food and labor costs and the program is currently losing money, estimated at $7,272 per year.

- The At-Risk Supper Program is reimbursed at $4.08 per supper which would more than cover the increased food and labor costs to serve the students a more nourishing option. The net return on the program is estimated at $69,408 per year which would be used to cover continuing program improvements (equipment, training, etc.)

- The Board is being asked to approve applying for the At-Risk Supper Program through the California Department of Social Services.

- Once the contract has been approved at the State level, the District will begin an implementation plan which will follow all current District requirements for assigning additional time, purchasing and coordination with other departments as needed.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH HIGH TECH HIGH

BACKGROUND INFORMATION:
The District would like to enter into an agreement with High Tech High (HTH) to extend the resources of HTH's Intern Program so Participating Teachers may obtain a California teaching credential. This Accredited Program will prepare new teachers for a Single Subject, Multiple Subject or Education Specialist (Mild/Moderate) teaching credential. Cost implication to be determined.

The term of this agreement is for school years 2022-23 and 2023-24.

RECOMMENDATION:
Approve/Ratify the agreement with High Tech High to provide the HTH District Intern Teacher Credentialing Program during 2022-23 and 2023-24 school years.

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 2022-2023 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

HTH Memorandum of Understanding 2022-24 (District Intern)

SECTION 1
AUTHORITY AND SCOPE

PARTIES Effective July 1, 2022, this MOU establishes a partnership between High Tech High ("HTH") and ("Employer") a CA K12 public school.

INTRODUCTION High Tech High (HTH) is a Charter School Organization operating sixteen schools in San Diego County. The HTH District Intern teacher credentialing program ("Intern Program") is accredited by the Commission on Teacher Credentialing (CTC) to prepare new teachers ("Participating Teachers") for a Single Subject, Multiple Subjects or Education Specialist (Mild/Moderate) teaching credential.

PURPOSE This partnership extends the resources of HTH's Intern Program so Participating Teachers may obtain a California teaching credential. Employer benefits from access to the Intern Program in several ways, including an increased percentage of teachers who comply with state and federal standards and the ability to offer new teachers an innovative credentialing program. HTH and Employer enter into this Memorandum of Understanding to support Participating Teachers in the Intern Program. Accordingly, HTH and Employer operating under this MOU, agree as follows:

SECTION 2
PROGRAM OVERVIEW

ADMISSIONS POLICY
Applicants may be "conditionally" admitted if all eligibility requirements have been met, with only CSET passage pending. Conditional admission allows participants to enroll in the summer term only. CSET must be passed by the start of the Fall term in order to be "officially" admitted Per Governor Newsom's Executive Order N-66-20 CBEST and CSET 2020-2021 Only: If a candidate is unable to take the basic skills (CBEST) and/or subject matter (CSET) examinations from March 19, 2020, to August 31, 2021, the CTC has suspended those prerequisite requirements allowing enrollment into an Intern Program. CBEST/CSET is not required for full admission for 2020-21 and 2022-23 program year but will be required for completion of the program.

PROGRAM FEE
Pre-Service Summer Coursework Fee $975; Technology Fee $25 (Total $1000 One-Time Pre-Service fee)

1. Intern participants are required to have 120 hours of instruction prior to being admitted into the HTH District Intern Program.
2. This instruction includes foundational preparation in general pedagogy prior to the start of the program of study.
3. Completion of prerequisite coursework does not guarantee admission into the Intern program but is mandatory for enrollment.
4. Participating Teachers are responsible for paying the Pre-Service fee.

Program Fee $3,800/per year

1. Participating Teachers are responsible for paying the annual program fee.
2. Payment may be made on a monthly basis, quarterly, or annual basis.
3. Full payment for the year must be received by **June 30th**.

Delinquent Fees: Until full payment is received

1. First-year Participating Teachers will be suspended from the program.
2. Second-year Participating Teachers will not be recommended for their preliminary credentials.

SECTION 3
SUPPORT AND SUPERVISION

PROGRAM RESPONSIBILITIES

The High Tech High District Intern Program will:

1. Enroll and advise qualified participants in the Intern Program as Participating Teachers.
2. Provide credential analyst services to Participating Teachers.
3. Provide 120 hours of Preservice coursework instruction prior to the beginning of school, which includes 45 hours of specialized English Learner instruction.
4. Provide orientation and training to Mentors who are selected to observe and support Participating Teachers.
5. Offer all coursework either at its San Diego, Point Loma campus or virtually, if necessary due to Covid-19.
6. Communicate with the Mentor about the performance of the Participating Teacher as appropriate and provide additional support when the Director determines it is needed.
7. Provide Intern Program quality and compliance evaluations of Participating Teachers.
8. Award Participating Teachers transcript credit for all completed courses.
9. Recommend Participating Teachers to the California Commission on Teacher Credentialing for their District Intern Credential once all of the following program prerequisites are on file:
    a. Official Transcripts verifying a conferred undergraduate degree
    b. Livescan Fingerprints on file with the CTC and valid Certificate of Clearance
    c. Proof of meeting U.S. Constitution requirement by course or exam
    d. Proof of meeting a Basic Skills Assessment (e.g. CBEST)
    e. Proof of meeting Subject Matter Competency (e.g. CSET)
    f. Proof of meeting RICA for all Multiple Subjects and Education Specialist Participating Teachers
    g. All Participating Teachers must pass the Teaching Performance Assessment (TPA) prior to completion of the program.

EMPLOYER RESPONSIBILITIES

The Employer will:

1. **Provide a Mentor** to support each Participating Teacher who possesses the following minimum qualifications:
    a. Three or more years of successful teaching experience.
    b. Hold a Clear or Life credential with a CLAD designation or embedded EL authorization.
    c. Current knowledge in the content they teach and understand the context of public schooling.
    d. Knowledgeable about diverse abilities, cultural, language, ethnic, and gender diversity.
    e. Knowledgeable about academic standards (Common Core of learning and Next Generation Science standards), frameworks, and accountability systems that drive the curriculum of public schools.
    f. **NOTE**: The Program requires 12 mentor observations. The Employer may need to coordinate release time to accommodate these activities.
2. **Be a Qualified Administrator:** Administrators must hold a valid California Administrative credential or provide an explanation of why they are otherwise qualified administrators.

    Please indicate your administrator's status below:

    ☒ The administrator at this school site holds a valid California Administrative credential

    OR

    ☐ The administrator is otherwise qualified because:

    _____

3. **Provide a diversity of experience across age ranges:** Multiple Subjects candidates and Ed Specialists candidates will need to experience a diversity of age ranges. During two six-week periods in the school year, candidates will be asked to work with case study students outside of their classrooms/caseloads. Release time may be needed to accommodate these activities.

4. **Provide Teaching Performance Assessment (TPA) Support:** All Participating Teachers must pass the Teacher Performance Assessment (TPA) prior to completion of the program. This requires that they are provided time and allowance to video tape two CAL TPA cycles within their placement.

MENTOR RESPONSIBILITIES

1. Meet with the participating teacher weekly (min. 35 hrs) and report the content.
2. Conduct 12 formal observations and report the content.
3. Serve as the point of contact for the HTH Program and must attend HTH Mentor training and Presentations of Learning (POLs).
4. Model best professional practices in teaching and learning, scholarship, and service.
5. Provide support focused on knowledge, skills, and abilities related to supporting English learners and students with disabilities in the classroom and school environment. This includes assisting with planning lessons that are appropriately designed and differentiated for English learners, and students with disabilities, assessing language needs and progress, and supporting language accessible instruction through in-classroom modeling and coaching.
6. Provide sufficient resources to Participating Teachers, including the identification of protected time for employer-provided support to mentor to work with intern within the school day including clearly defined expectations for type/frequency of support.
7. Emphasize the importance of the Intern Program to all Participating Teachers and mentors and support their efforts to complete the program within the two-year timeframe.
8. Ensure Participating Teachers attend and document professional development on their own campus in addition to the HTH District Intern Program.
9. Provide a minimum of 144 hours of support/mentoring and supervision to each Participating Teacher including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
10. **NOTE:** HTH does not pay a mentor stipend or provide any other compensation to partner schools. We suggest that our partner schools compensate mentors at a rate comparable to what HTH mentors receive ($2,000 per year per mentor).

SECTION 4

GENERAL PROVISIONS

PRIVACY

HTH understands that the educational record of the Participating Teacher, employed by the listed Employer, is protected by FERPA. As a result of this Agreement, the Employer is considered a school official with a legitimate educational interest in determining the professional responsibility of the Participating Teacher. HTH agrees to protect the privacy of educational records concerning any Participating Teacher and will not transmit, share or disclose any such records without the Participating Teacher's written consent, except to other school officials who have a legitimate educational interest in the records.

COMMUNICATION

One person from each organization serves as the official contact for that organization and coordinates the process of carrying out this MOU.

HTH Contact/Title: Nicole Williams, Teacher Center Operations Manager
Email: nwilliams@hightechhigh.org
Phone: (619) 398-4907.

(Please fill in the following information):

Partner Contact Name/Title:
Linda Olea, Executive Director of Human Resources

Email:
linda.olea@sysdschools.org

Phone:
(619) 428-4476 x3013

TERM

The term of this MOU is two (2) years from the effective date of this agreement and may be extended upon a written mutual agreement. It shall be reviewed annually to ensure that it is fulfilling its purpose and to make any necessary revisions. Either organization may terminate this MOU upon thirty (30) days' written notice without penalties or liabilities. Should your school no longer employ the Participating Teacher, written notification must be provided to HTH within ten (10) days. The Participating Teacher will have sixty (60) days to secure appropriate employment to remain eligible to participate in the Intern Program.

HTH Teacher Center and its affiliated schools certify that Interns do not displace certificated employees in the participating districts.

AUTHORIZATION The signing of this MOU is not a formal undertaking. It implies that the signatories, to the best of their ability, will strive to reach the objectives stated in this MOU. On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

(Please fill in the following information):

District/Charter Representative:

Contact/Title: Marilyn Adrianzen

Organization/Address: 4350 Otay Mesa Road, San Ysidro, CA 92173

Email: marilyn.adrianzen@sysdschools.org

Date: Board approved:

Signature:

District Intern Program:

Contact/Title: Sarah Barnes-Shulman, Director of Intern and Induction Programs

Organization/Address: High Tech High Charter Teacher Center, 2150 Cushing Road, San Diego, CA 92106

Email: sbarnes@hightechhigh.org

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENTS WITH OPTUM FINANCIAL, INC.

BACKGROUND INFORMATION:
The VEBA group health plans has informed the District that they will no longer carry the COBRA services under their services. Effective April 1, 2023, California Schools VEBA's full-service Federal COBRA administration will be discontinued. This change will impact how employees receive communications and how they enroll in Federal COBRA coverage. This change will also affect how business is conducted.

The District is required to offer continuation coverage for certain individuals (employees and their dependents) under the Public Health Service Act, and the Internal Revenue Code of 1986. To assist in avoiding disruption to the District's COBRA benefits, steps have been taken to evaluate COBRA administrators and identify a preferred new vendor.

Term: April 1, 2023 to 2026 (3-years)

RECOMMENDATION:
Approve the Agreement with Optum Financial, Inc. to provide COBRA Administrative Services effective April 1, 2023.

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	

TBD	General Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 9, 2023

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

FROM:
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NELSON ADAMS NACO INC.

BACKGROUND INFORMATION:
The tables and benches in the Sunset Elementary School cafeteria are outdated and in need of replacement. The District would like to enter into an agreement with Nelson Adams NACO Inc. to install new in-wall tables and benches in the Sunset Elementary School cafeteria to improve the safety of our students and staff.

RECOMMENDATION:
Approve the agreement with Nelson Adams NACO Inc.to provide in-wall tables and benches in the Sunset Elementary School cafeteria at the cost of $88,480.10 from the Kitchen Infrastructure and Training (KIT) fund.

LCAP GOAL AND ACTION/SERVICE (please indicate): 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 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$88,480.10	Kitchen Infrastructure and Training (KIT) Fund
(Amount)	(Name of funding source and/or location)

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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT FOR PROJECTS UP TO $200,000

THIS CONTRACT made and entered into on __March 10, 2023__ by and between ___NELSON ADAMS NACO INC.___, hereinafter called the **CONTRACTOR** and the **San Ysidro Elementary School District**, hereinafter called the **DISTRICT.**

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT in accordance with the Terms & Conditions set forth in Attachment B hereof and incorporated herein by this reference and any specifications attached** for a total contract price of:

   Eighty-eight thousand four hundred eighty dollars and ten cents **($__88,480.10___)**
   (MAY NOT EXCEED $200,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: _____. This contract shall commence on _tentatively on 03-10-23_____with work to be completed ~~within _____ (___) consecutive days and/or~~ by _TBD____.

3. Contractor shall be registered with the Department of Industrial Relations pursuant to Labor Code 1725.5 (Attachment B).

4. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** Describe in detail the scope of the proposed project and materials to be furnished. Attach additional sheets if necessary and reference "see attachment" in space provided below. NOTE: this contract, in conjunction with the terms and conditions in Attachments A - C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

1. Installation and Removal of In-Wall Tables and Benches in the Sunset Elementary School cafeteria. Refer to Quote 4264-DP attached.

Prevailing Wages Apply

Note: If contract exceeds $25,000, per Civil Code Section 3247, Contract shall provide a Payment Bond.

- This space intentionally left blank -

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the _____of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2022, at _____, California.

By: _____

Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.
_____ Surveillance of employees of the Contractor by school personnel.
_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. (last 4 digits or full CDL #) _____

__X__ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

__X__ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
_____ Other, describe _____.

Signature: _____ Title: Asst. Superintendent, Admin. Leadership, School Support & Safety Date: _____
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

__X__ Work Specs/Scope of Work Statement
__X__ Certificates of Insurance
__X__ Contractor Certification Form, Attachment A &B
__X__ Purchase Order No. _____
__X__ Non-Collusive Declaration
__X__ Workers' Compensation Certificate
__X__ Terms and Conditions, Attachment C
__X__ Covid-19 Attachment D

NOTE: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY

_____Individual
_____Sole Proprietorship
_____Partnership
_____Corporation
_____Other

TAX IDENTIFICATION

_____
Employer Identification Number

_____
Social Security Number

License No:_____ Classification:_____ Expiration Date:_____

DIR Registration No. _____

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. 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.

Date:_____

Company Name:_____

Address:_____

_____

Authorized Signature:_____

Printed Name:_____

Title:_____

Phone:_____ Fax: _____

Email Address:_____

Accepted by: _____
Signature of District Representative

Printed Name: Marilyn Adrianzen

Title: Chief Business Official

Date: _____

Address: 4350 Otay Mesa Road

San Ysidro, CA 92173

Board approved: _____

SYSD Contact:
Dr. Jose Iniguez, Asst. Superintendent
(619) 428-4476 x3065
Jose.iniguez@sysdschools.org

ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c), that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who 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 not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District 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.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for 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.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name Social Security No.

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated: _____ _____(Company)

_____(Signature) _____(Title)

(Complete only if pertinent)

ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I _____, _____ certify that
(Name) (Title)

_____ is currently registered as a contractor with the Department of Industrial
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20__

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

_____
Signature

_____
Date

ATTACHMENT C
TERMS AND CONDITIONS

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the 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.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems 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.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

No contractor or subcontractor may be listed on a proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it 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. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than $1,000,000 per occurrence (combined single limit) and $2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE**: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate Regarding workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. LABOR CODE COMPLIANCE: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars ($1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.
Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each

worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.
Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the join apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification.

The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand ($30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars ($25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District 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.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within

specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:
Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. 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 the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either

party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed $45,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF $375,000 OR LESS: For public work claims of $375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than $50,000 ("$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over $50,000 but less than or equal to $375,000 ("$50,000-$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for $50,000 claims or within thirty (30) days after receipt of the further documentation for $50,000-$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written

claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. 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.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder 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.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

Contractor agrees to post job site notices prescribed by regulation Chapter 8 Calif. Code Reg. §16451(d) :

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to

enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

ARTICLE 35. 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.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. 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 or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Ysidro Elementary School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. LABOR COMPLIANCE: If the District is using funds derived from the Kindergarten-University Public Education Facilities Bond Acts of 2002, 2004 or 2006 for this Project, then the Contractor may be required to enforce the District's Labor Compliance Program ("LCP").

ARTICLE 42, DIR REGISTRATION: In accordance with Labor Code 1725.5, Contractor and Subcontractors must be registered as of the date of this Agreement.

ARTICLE 44. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 43. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds $10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 43

Nelson Adams NACO Inc.
160 N. Cactus Ave.
Rialto, CA 92376
Lic. 971118
PW. 1000009263
P: 1.877.810.4080

EXHIBIT A

QUOTE 4264-DP

JOB TYPE:DP-TABLES & BENCHES
ADDENDUMS0
PHASE: 1
DATE: 01/31/2023

CUSTOMER PO: TBD

Client: SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA ROAD
SAN YSIDRO CA 92173

Ship To: SUNSET E.S.
4350 OTAY ROAD
SAN YSIDRO CA 92173

Contact: JESUS

Part#	Description	Unit	Qty.	Total
Job: 4264 SUNSET E.S.				
DTB	IN-WALL TABLES & BENCHES		1	70,232.44
POCKET (S)	SINGLE DEPTH POCKET	EA	4	
DRM-3TB 7 FT	SINGLE TABLES & BENCHES			
	(12) E/A 14' TABLES @ 28" H			
	(24) E/A 14' BENCHES @ 18" H			
	Black Durable Edge Tops			
	Black Powdercoated RAL 9001 CREAM			
	Standard WilsonArt Color: AVAILABLE			
TAX	TAX INCLUDED @ 7.75%	EA	1	5,443.01
	QUOTE INCLUDES MATERAL, INSTALLATION & REMOVAL			
INSTAL	INSTALLATION	LOT	1	12,804.65
			Total:	**88,480.10**

0100 9010075 0000 8500 6200001 318
per Ms. Marilyn -
TS.

!!!!INVOICE TERMS START FROM DATE OF RECEIVED MERCHANDISE!!!!

Prices on Shipping And/Or Freight are SUBJECT TO CHANGE any Time.

Condition of Bid: Price based on (1) Shipment (1) Location. Lead time based on receipt of Purchase Order and / or Approved drawings including color selection.
FOB factory unless noted. Tax excluded. No retentions. No installation unless specified. Subject to terms and Conditions.
Clear Trim Satin Anodize unless noted otherwise. All unloading and distribution by others. Blocking and backing by others. Prices are good for 30 days, may subject to change without notice. Net 30 with approved Credit. First time orders require 50% payment in order to process order and 50% before it ships out and / or delivery. Restocking fee of 35% will apply to every standard order and 60% restock fee on all custom orders. Bundle discount price is applied when multiple sections. Discounts prices subjects to change on any changes.