San Ysidro School District
Governing Board

AGENDA

Thursday,
June 22, 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.

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

GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 8, 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, June 8, 2023, to conduct its business meeting at **Ocean View Hills School - Auditorium, 4919 Del Sol Blvd, San Diego, CA 92154.** 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 from 5:00 p.m. to 6:30 p.m., and reconvened into Open Session at 6:30 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: Vice President Irene Lopez Time: 5:02 p.m.

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

3. AGENDA
The Board approved the agenda for the meeting with the following correction:

1) The Board pulled Consent Calendar Item 14D.6 AGREEMENT WITH 6CRICKETS INC. FOR THE EXPANDED LEARNING TURN-KEY MANAGEMENT SERVICE.

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

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 Rudy Lopez made a motion to recess to Closed Session, seconded by Board Clerk Rosario. The vote was 3-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:06 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: 3

RECONVENED into OPEN SESSION at 6:30 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 took no action in Closed Session.

6. CALL TO ORDER Who: Vice President Irene Lopez Time: 6:30 p.m.

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

8. FLAG SALUTE Kylie Escobal, OVHS Fifth Grade Student

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Mata)
9.1 Ocean View Hills Elementary School - 2022-2023 Perfect Student Attendance - Presented by Ocean View Hills Principal, Erika Meza
9.2 Sci Phy Program - Recipient of the Classroom of the Future Foundation's (CFF) Inspire Award & Project Lead the Way (PLTW) Distinguished District National Award - Presented by Director of Educational Services, Luis Ramos
9.3 Ocean View Hills Teacher Mary Padilla - Recipient of the Greater San Diego Reading Association (GSDRA) Literacy Award - Presented by Director of Educational Services, Luis Ramos

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.

There were no public comments.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Rudy Lopez, Commented: 1) Thanked Dr. Iniguez and his team for setting up for the promotions. 2) Thanked the principals. It was great to see all the children that are moving ahead.

Board Clerk Rosario, Commented: 1) Thanked Principal Meza and Assistant Principal Viramontes for hosting the meeting. 2) Congratulated all students who were promoted and all teachers and staff who worked very hard with them. 3) Thanked everyone who is retiring. Asked them to come back and be involved.

Board Vice President Irene Lopez, Commented: 1) Thanked Principal Meza and Assistant Principal Viramontes for hosting the meeting. 2) Thanked principals and assistant principals for the promotions. It was nice to see our special needs students included and recognized as they should be. 3) Thanked Dr. Iniguez and his crew for setting up for the promotions.

Superintendent Potter, Commented: 1) Everyone did a great job. We closed the year with over twenty promotion ceremonies. 2) She is proud of our San Ysidro family for the amazing things they do every year for our students, families and our community that they serve.

12. CONFERENCE SESSION

Reports/Presentations

12.1 Annual Update for 2023-2024 Proposed Local Control Accountability Plan (LCAP) - Presented by Assistant Superintendent of Educational Leadership and Pupil Services, Russell Little

12.2 2023-2024 Proposed Budget - Presented by Chief Business Official, Marilyn Adrianzen

13. GENERAL ADMINISTRATION

13.1 MINUTES (Potter)
The Board approved the minutes of the Regular Board Meeting of May 30, 2023.

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

13.2 OPEN PUBLIC HEARING FOR PROPOSED LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) FOR THE 2023-2024 FISCAL YEAR (Little)
The Board opened the Public Hearing regarding the Proposed Local Control Accountability Plan (LCAP) for the 2023-2024 fiscal year.

There were no public comments.

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

13.3 CLOSE PUBLIC HEARING FOR PROPOSED LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) FOR THE 2023-2024 FISCAL YEAR (Little)
The Board closed the Public Hearing regarding the Proposed Local Control Accountability Plan (LCAP) for the 2023-2024 fiscal year.

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

13.4 OPEN PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2023-24 (Adrianzen)
The Board opened the Public Hearing for the District's 2023-24 Proposed Budget.

Pablo Sainz-Gambaldi, CSEA Chapter 154, Commented: 1) In 2019, his position was reduced from twelve to ten months. 2) At the May board meeting, it was mentioned that the district needs to be extra conservative when it comes to the budget. Believes that the district should cut from the top to the bottom. 3) Shared concerns about the new principal's salary placement. 4) It's hard for classified employees to have social emotional well being when you don't know if you will earn enough to cover basic needs. The classified employees bargaining team asks for raises for its employees because it's a need. The thought of being extra conservative should start from the top.

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

13.5 CLOSE PUBLIC HEARING FOR PROPOSED BUDGET FOR FISCAL YEAR 2023-24 (Adrianzen)
The Board closed the Public Hearing for the District's 2023-24 Proposed Budget.

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

13.6 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE 2022-2023 STUDENT PROMOTION CEREMONIES (Olea)
The Board approved the Memorandum of Understanding between San Ysidro District and California School Employees Association regarding the 2022-2023 Student Promotion Ceremonies.

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

13.7 TEMPORARY CLASSIFIED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR CHILD NUTRITION DEPARTMENT COACHING (Olea)
The Board approved the offer of employment for Sarah Spero as Child Nutrition Department Coach, effective July 1, 2023.

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

14. CONSENT CALENDAR
The Board approved the Consent Calendar.

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

14A. PERSONNEL – CLASSIFIED

LEAVE OF ABSENCE (Olea)
The Board denied the leave of absence without pay for the following as recommended by staff:
14A.1 Instructional Aide Special Education

RECRUITMENT (Olea)
The Board approved to establish revised recruitment for the following as recommended by staff:

14A.2 Bus Aides

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

14A.3 Campus Aides
a. Demi Alvarez, Sunset
b. Hiram Roque-Zeihl, Ocean View Hills

14A.4 Instructional Health Care Assistants
a. Anett Arellano Garcia, TBD
b. Samira Vargas Martinez, TBD

14B. PERSONNEL – CERTIFICATED

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

14B.1 Classroom Teachers K-6
a. Elvia Elias, Vista Del Mar
b. Breeauna Futrell, Vista Del Mar
c. Stephanie Nguyen, Smythe

14B.2 Special Day Class Teacher (Early Childhood Education) – Emmercelle Hernandez, Child Development Center

14B.3 Temporary Classroom Teachers K-6
a. Matthew Miramon, Willow
b. Daysi Martinez, Willow
c. Alejandro Vargas, Sunset

14B.4 Temporary Preschool Permit Teacher - Yahilyn Segura, Child Development Center

14C. CURRICULUM & INSTRUCTION

14C.1 PROJECT LEAD THE WAY FOR THE 2023-24 SCHOOL YEAR (Little/Ramos)
The Board approved the Project Lead the Way *Gateway Program* to be an elective course at the two Middle Schools and the PLTW-*Launch Program* for all Elementary Schools for the 2023-24 school year at the total cost of $6,650.00 from the Title IV fund.

14C.2 PURCHASE OF SUPPLEMENTAL MATERIALS FROM ALL ABOUT LEARNING PRESS FOR OCEAN VIEW HILLS (Little/Meza)
The Board approved the purchase of reading and spelling supplemental materials from All About Learning Press for Ocean View Hills School for the 2023-24 school year at the total cost of $2,436.21 from the Title I fund.

14C.3 LICENSE SUBSCRIPTION RENEWAL WITH IXL LEARNING FOR THE IXL ELA AND MATH PROGRAM AT VISTA DEL MAR MIDDLE SCHOOL (Little/Herrera-Cevallos)
The Board approved the renewal of the license subscription with IXL Learning for the IXL Math and ELA programs at Vista Del Mar Middle School at the total cost of $8,925.00 from the Title I Fund.

14C.4 LICENSES FROM KID-GRIT FOR THE IMPLEMENTATION OF THE KID-GRIT CURRICULUM AT OCEAN VIEW HILLS (Little/Meza)

The Board approved the purchase of licenses from kid-grit™ for the implementation of the kid-grit curriculum at Ocean View Hills School at the total cost of $3,814.20 from the Title I fund.

14C.5 REVISION TO THE PURCHASE AGREEMENT WITH THE COLLEGE BOARD FOR SPRINGBOARD MATHEMATICS MATERIALS (Little/Ramos)

The Board approved the revision to the purchase agreement with The College Board for the SpringBoard Math Program for all students in grades sixth to eighth at the cost of $23,002.94 from the General fund.

14C.6 PROFESSIONAL DEVELOPMENTS (Little)

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

14D. BUSINESS

14D.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period May 1, 2023 through May 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 May 1, 2023 through May 31, 2023 for a total expenditure of $3,208,852.56. 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 $500.00 to help support and enrich our educational programs.

14D.5 DISPOSAL OF OBSOLETE, DAMAGED AND OUTDATED TECHNOLOGY EQUIPMENT (Adrianzen/Lewis)

The Board approved the disposal of technology equipment that is obsolete, damaged, outdated and/or beyond economic repair.

14D.6 AGREEMENT WITH 6CRICKETS INC. FOR THE EXPANDED LEARNING TURN-KEY MANAGEMENT SERVICE (Little) **-** ***PULLED***

Approve the service agreement with 6crickets for the Expanded Learning Turn-Key Management Service to support the District's expanded learning program operations at the cost of $205,486.00 from the ELO-P fund.

14D.7 MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2023-2024 ASES PROGRAM (Little/Ramos)

The Board approved the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Programs before and after school and supplemental services at all school sites during fiscal year 2023-24 at a cost of $1,002,543.54 from the After School Education and Safety (ASES) and/or Expanded Learning Opportunities Program funds.

14D.8 AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE I FUNDING (Little/Ramos)

The Board approved the Amendment to the Memorandum of Understanding with Our Lady of Mount Carmel School to extend the 2022-23 term to September 30, 2023, to continue with the tutoring services for eligible students under Title I funds.

14D.9 AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE IV FUNDING AND SERVICES (Little/Ramos)

The Board approved the Amendment to the Memorandum of Understanding with Our Lady of Mount Carmel School to extend the Title IV-A funds and services for the 2022-2023 Academic Enrichment Program Spending Plan.

14D.10 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT (Little/Reed)

The Board approved Contract No. CSPP-3466 with the California State Department of Education to provide funding for the Preschool and Child Development Programs during fiscal year 2023-24.

Board Member Rudy Lopez made a motion to adjourn, seconded by Board Clerk Rosario. The vote was 3-0.

15. ADJOURNMENT Time: 8:03 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: June 22, 2023

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2023-2024

BACKGROUND INFORMATION:
On June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give districts more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control Accountability Plan (LCAP).

In developing the LCAP, districts must solicit public input and consult with stakeholders. As part of the process, each district is required to hold a public hearing to review the LCAP and solicit the recommendations and comments of the members of the public regarding the goals, the specific actions and services, and the proposed expenditures.

Timeline:

- June 8, 2023 - Governing Board held a public hearing on the Proposed Local Control Accountability Plan
- Next part of the process is to move forward in the approval/adoption of LCAP by the Governing Board.
- Submit to the San Diego County Office of Education for approval.

- *LCAP Report on a separate cover* -

RECOMMENDATION:
Approve and adopt the Local Control Accountability Plan (LCAP) for school year 2023-2024.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement ~ Goal 2: English Language and Academic Language Development ~ Goal 3 Student Engagement and School Culture ~ Goal 4: Social Emotional Well-Being and Mental Health ~ Goal 5: Parent Engagement

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

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

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

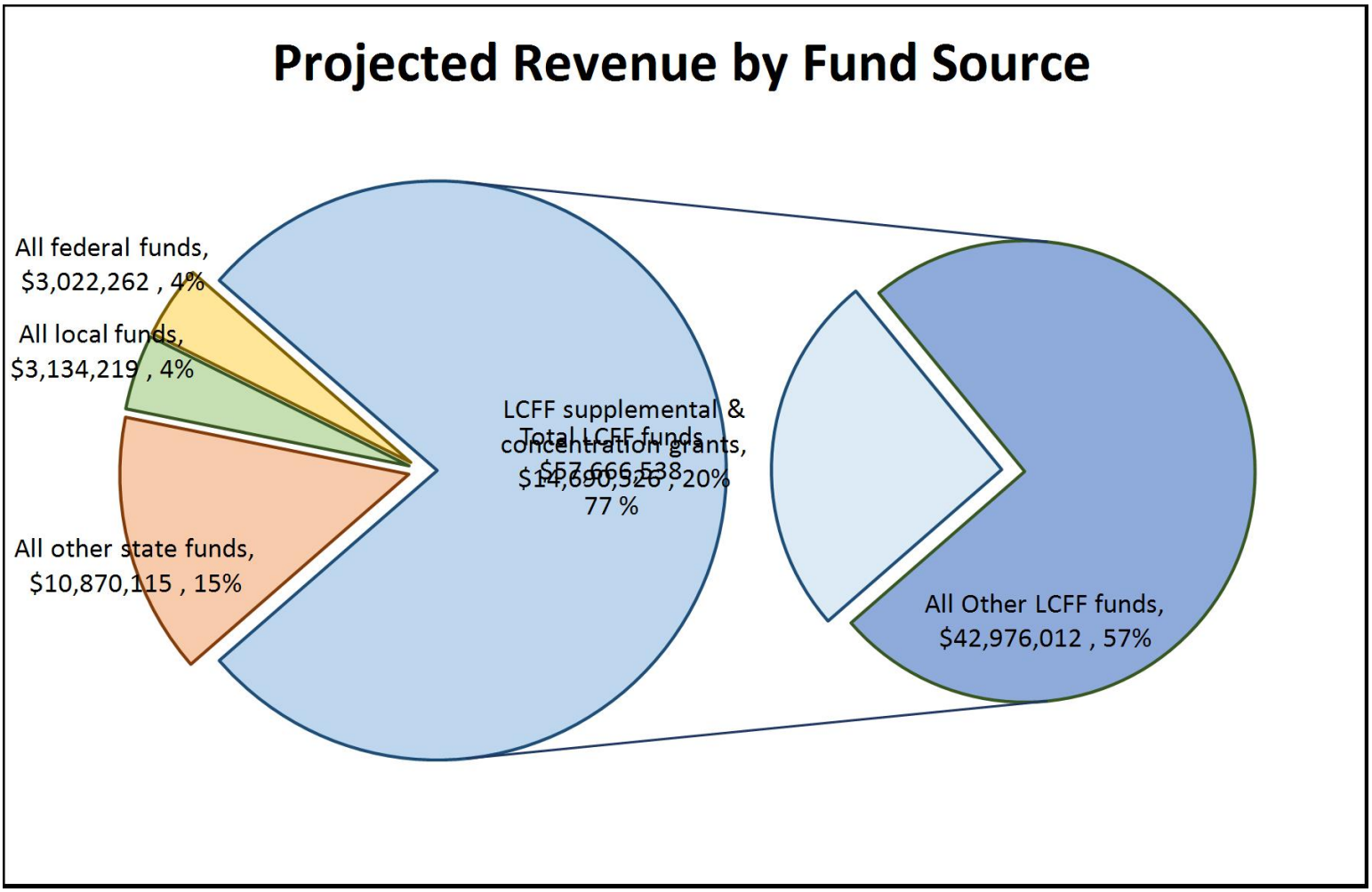
Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: San Ysidro School District
CDS Code: 37683790000000
School Year: 2023-24
LEA contact information:
Russell Little
Assistant Superintendent-Educational Leadership and Pupil Services
russell.little@sysdschools.org
6194284476

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

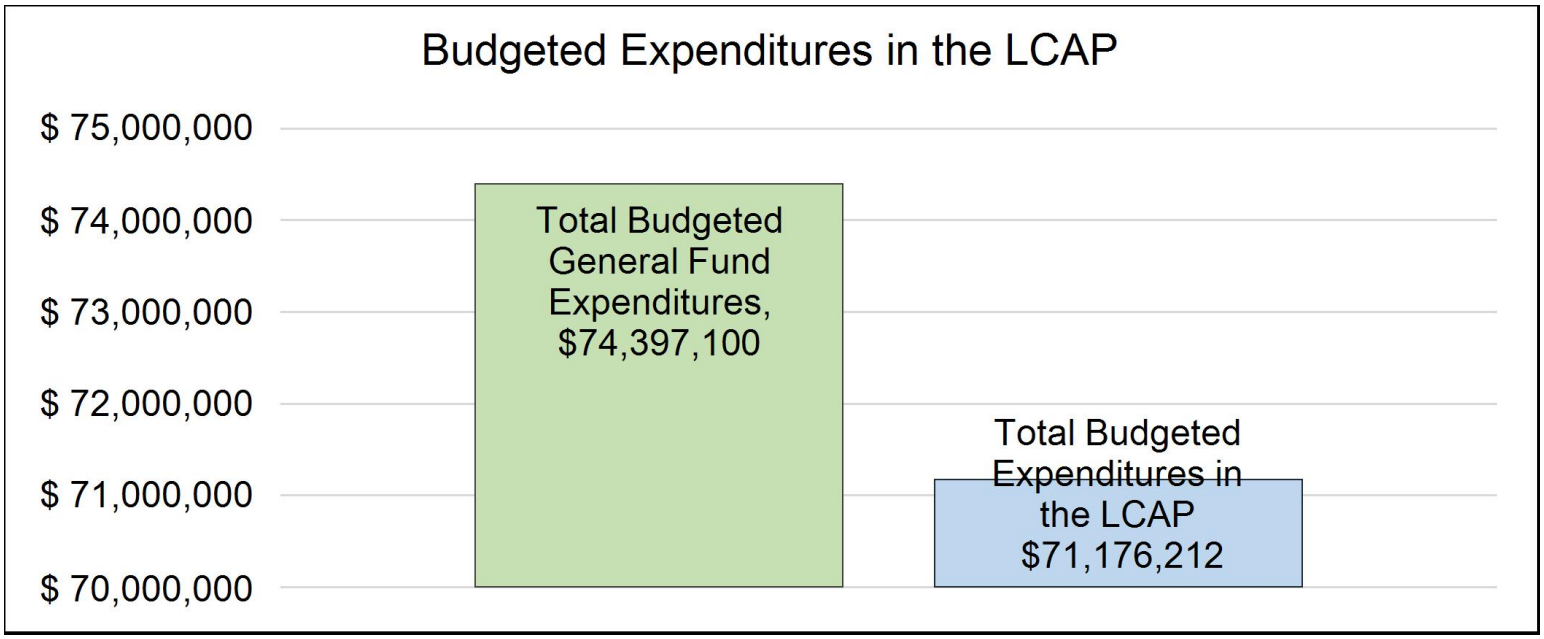


This chart shows the total general purpose revenue San Ysidro School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for San Ysidro School District is $74,693,134, of which $57,666,538 is Local Control Funding Formula (LCFF), $10,870,115 is other state funds, $3,134,219 is local funds, and $3,022,262 is federal funds. Of the $57,666,538 in LCFF Funds, $14,690,526 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much San Ysidro School District plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: San Ysidro School District plans to spend $74,397,100 for the 2023-24 school year. Of that amount, $71,176,212 is tied to actions/services in the LCAP and $3,220,888 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

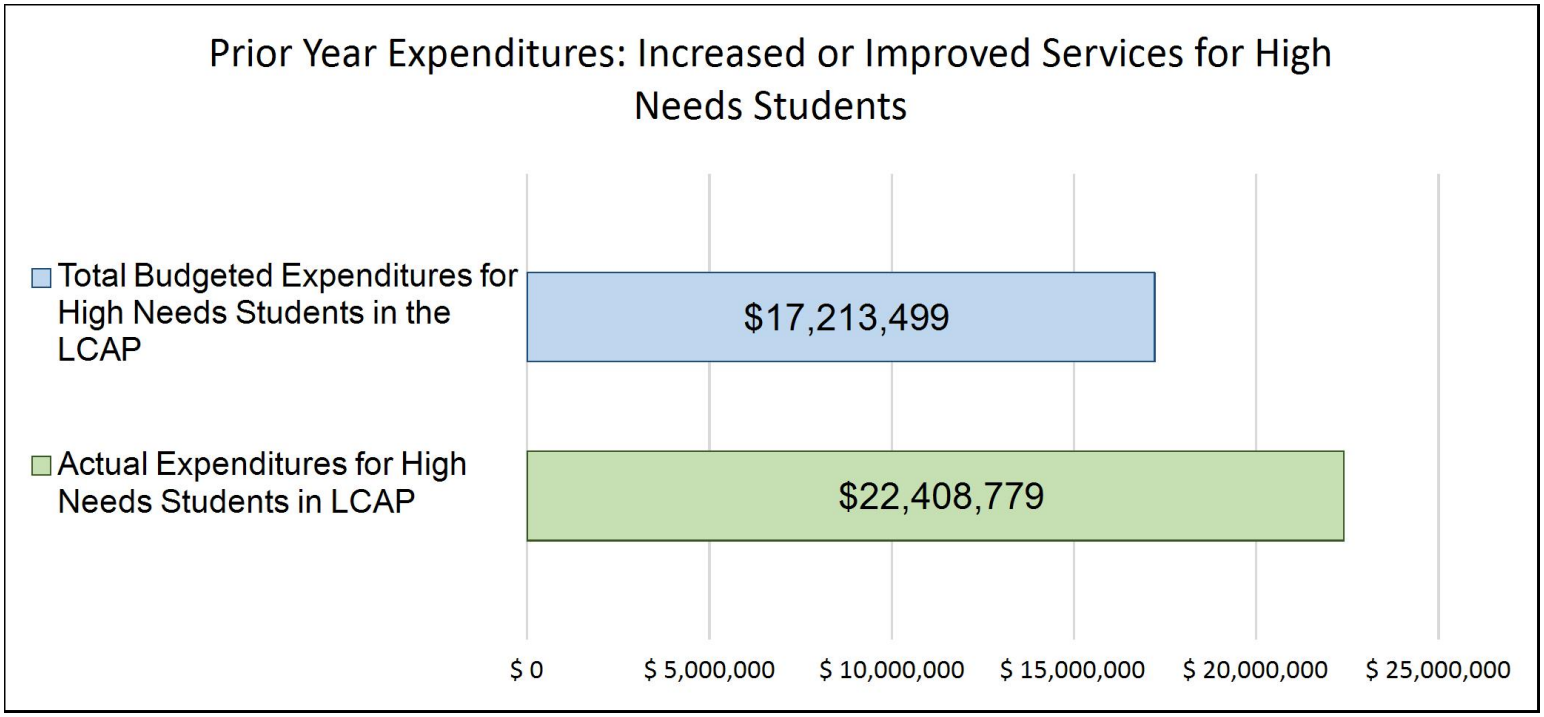
Site and department budgets such as materials and supplies, contracts and other operating expenditures are not included in the LCAP. Additionally, district property and liability and workers compensation insurance are not included in the LCAP.

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, San Ysidro School District is projecting it will receive $14,690,526 based on the enrollment of foster youth, English learner, and low-income students. San Ysidro School District must describe how it intends to increase or improve services for high needs students in the LCAP. San Ysidro School District plans to spend $21,988,557 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what San Ysidro School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what San Ysidro School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, San Ysidro School District's LCAP budgeted $17,213,499 for planned actions to increase or improve services for high needs students. San Ysidro School District actually spent $22,408,779 for actions to increase or improve services for high needs students in 2022-23.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
San Ysidro School District	Russell Little Assistant Superintendent-Educational Leadership and Pupil Services	russell.little@sysdschools.org 6194284476

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The community of San Ysidro is located adjacent to the U.S. - Mexico border - a binational region. Threre are 3990 students are enrolled in the San Ysidro School District (SYSD). Of these students, almost 22% are identified as without stable housing according to McKenny-Vento guidelines. , 76.8% are designated as socioeconomically disadvantaged, and 53.6% are English learners. Among our English learners, Spanish is the dominant primary language of our families, but over 18 other languages and dialects are represented within our school community. As a district we serve a higher-than-average percentage of students with disabilities, as almost 14% of our student population qualifies for Special Education services. The district consists of five elementary schools offering kindergarten through 6th grade and two middle schools serving students from grades 7 and 8. Additionally, the school district runs a preschool program through our Child Development Center (CDC). Transitional and pre-Kindergarten are offered within the district at selected school sites.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Analysis of the California School Dashboard and our common assessments show that students are making gains in the following areas;

*Chronic absenteeism rate has dropped 10 percentage points...18 percentage points at Sunset school

*ELL making progress as evidenced by increase in student reclassification rate. Estimated percentage point growth 2022-2023 12%

*Common assessments show school wide gains in English Language Arts and Math-- ELA 6% increase/Mathematics 4% increase

*PBIS teams are more cohesive and have developed SMARTie goals--

*Disciplinary Hearings on the district level are more restorative in nature

*Alternatives to suspension are being explored and implemented

*The universal screener was implemented during the 2023-2024

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Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Based on the California Dashboard indicators, San Ysidro School District's (SYSD) greatest needs are in the areas of chronic absenteeism, suspensions, English language arts, and Mathematics, for all students including foster youth students, McKenny/Vento students, and students with disabilities.

To decrease chronic absenteeism across all student groups, including students with disabilities, SYSD will continue to incoporporate best practices from the Improving Chronic Absenteeism Network (ICAN) . We will continue to employ Outreach Consultants to support each school site (Goal 3; Action). The Outreach Consultant's responsibilities include tracking attendance, serving as a parent liaison to increase parent awareness and involvement in school, and providing parents and students with resources needed to improve student and achievement. Our Coordinator of Pupil Services (Goal 1; Action) serve as resources for the Outreach Consultants and are the district liaisons for outreach services to assist families with issues that may hinder student attendance, engagement and achievement. A refined focus will be to included Attendance Student Study Teams (A-SSTs) as a trauma informed approach to the early identification and outreach for students at risk for becoming chronically absent, to include follow-up to ensure that families are benefiting from the wrap around supports they are being referred to. The district is finishing participation in the San Diego County Office of Education's iCAN network to support, refine and build systemic practices to improve chronic absenteeism in our school community. Additionally, SYSD is partnering with Promise Neighborhoods, a program administerd by South Bay Community Services, This organization provides participating school with additional attendance monitoring support.

To decrease the number of suspensions across all student groups, SYSD will renew its focus on Positive Behavior Implementation Strategies (PBIS) and Restorative Justice practices through continued professional learning for all staff (Goal 3; Action 7). In addition to these professional learning opportunities our Educational/Pupil Services Department (Goal , Action) provides support to students and families to help build school connectedness and well being through ASES, 21st Century, ELO-P and Pathways programing. Our Coordinator of Pupil Services supports students and families through wrap around services Full Community Schools, Promised Neighborhoods programs (Goal 3; Action & Goal 4, Action). The San Ysidro School District has also created a focus of social emotional well being and mental health support for students through the implementation of a multi-tiered system of support to build and support students social emotional well being and resiliency (Goal 4; Action). This approach includes the implementation of Universal, Tier 1 supports for all students through the implementation of a social emotional curriculum at all grade levels (Goal 4; Action). This year SYSD implemented the my SAEBRS Universal Screener which identifies students emotional needs and suggests which Tier of support is most appropriate. District foster youth remain two levels below in the category of suspensions. A plan to address this includes looking at best practices and making sure that district PBIS teams have SMARTie goals oriented to this group.

To improve academic results in English language arts (ELA), SYSD will continue to follow the established instructional design for ELA (Goal 1, Action) and use our cycle of continuous improvement to leverage data reflection sessions to identify common agreements for the implementation of evidence based instructional practices to be utilized to support student growth and develop interventions for English Learners, Students with Disabilities, Homeless, and socioeconomically disadvantaged groups (Goal 1; Action). Additionally, our focus on

accelerating learning to close the achievement gap for all students including students anMcKenny/Vento, foster youth and students with disabilities, will have us focused on targeted interventions and expanded learning time that is specific to student identified needs using data to inform placement which is intended to be fluid and based on each students unique learning needs (Goal 1; Actions). Based on qualitative and quantitative data, teachers will have opportunities for professional development and implementation support in order to improve achievement of student groups (Goal 1; Actions). Beginning with Grades K-2, a team will study the current assessment calendar, and based on data analysis will suggest possible future modifications.

To improve academic results in Mathematics, SYSD will continue to follow the established instructional design for mathematics (Goal 1, Action) and use our cycle of continuous improvement to leverage data reflection sessions to identify common agreements for the implementation of evidence based instructional practices to be utilized to support student growth and develop interventions for English Learners, Students with Disabilities, Homeless, and socioeconomically disadvantaged groups (Goal 1; Action). Additionally, our focus on accelerating learning to close the achievement gap for all students including McKenny/Vento, foster youth, and students with disabilities, will have us focused on targeted interventions and expanded learning time that is specific to student identified needs using data to inform placement which is intended to be fluid and based on each students unique learning needs (Goal 1; Actions) . Based on qualitative and quantitative data, teachers will have opportunities for professional development and implementation support in order to improve achievement of student groups (Goal 1; Actions).

All schools have been identified for Directed Assistance and ASTI in the areas of chronic absenteeism, student achievement for students with disabilities, and suspension rates. These designations bring a strong sense of urgency to the work.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

San Ysidro School District's mission is to provide a quality education and opportunity for ALL students to succeed. Therefore, we are committed to providing each of our students with a supportive learning environment for all of our students, including our students with disabilities, McKenny?Vento students and foster youth to be successful. The LCAP aligns with the 8 state priorities and will be comprised of five goals – 1) Student Achievement 2) English Language Proficiency 3) Safety, Climate, and Student Engagement, 4) Social Emotional Skills and 5) Parent Engagement.

Based on the input of our educational partners, best practices, and data analysis, Local Control Funding will be allocated towards providing basic services necessary for the day-to-day running of the school district, as well as enhancing the educational experience for our students. In response to feedback from our educational partners and data analysis, we will continue to focus on student interventions and supports for academic success, and include a goal for supporting the area of English language proficiency. Additionally, we will continue our focus on parent engagement and communication, positive school environments through our PBIS model and multitiered system of support for student engagement and attendance, as well as support the social emotional and wellbeing needs of our students through a multitiered approach.

Based on data collected and analyzed during the 2021-22 school year, as well as the input from our educational partners that were gathered at community feedback forums hosted by each school site, management feedback meetings, DPAC/DELAC overview and feedback meetings, staff feedback meetings, survey data, student feedback meetings, and the Differentiated Assistance process, our 2021-24 LCAP will focus on:

1. Support for student learning through interventions to accelerate learning and mitigate learning loss. To that end, we will focus on the implementation of our Instructional Design and model of continuous improvement through the refinement and support of our systems. A key feature of this system is Science and Physical Education (PE) team, who will continue to provide high quality enrichment with integrated ELD through Project Lead the Way (PLTW) grade level modules and SPARKS PE to students during teacher and site admin Data Reflection Sessions and teacher planning time. (Goal 1; Action 6). Additionally, we will push in supports that include instructional aides to deliver and support with targeted interventions supports for core instruction (Goal 1; Actions 15 & 19), as well as increase the instructional day to allow expanded learning and enrichment to accelerate learning and increase student engagement (Goal 1; Action 20 & Goal 3; Action 8)

2. Increase professional learning with a focus on English language proficiency to include follow-up planning and implementation coaching supported by our Resource Teachers (Goal 1; Action 12). The implementation of professional learning, guided planning, and instructional coaching will serve to support he needs of all students and accelerate academic growth for English learners, socioeconomically disadvantaged students, and students with disabilities.

3. Focus on the expansion of the Positive Behavior Intervention Supports (PBIS) program that is implemented throughout the district in alignment with the existing Positive Discipline Plan to support schools staff, as well as to teach and reinforce appropriate behaviors at school. This will include supports for PBIS teams to refine and expand the program at each of our school sites and positively impact student engagement and well being for all students, which serves as part of our system of support for chronically absent students, including English learners, socioeconomically disadvantaged students, homeless students and students with disabilities. (Goal 3; Action 7)

4. Expand student support services by leveraging wrap around and full community schools services to promote student and family engagement. We will continue the implementation of social emotional learning curriculum at all grades through additional training on restorative practices and social emotional learning. To further support the growth and refinement of this implementation we will use social workers to support the building of capacity among staff and to support the mental health needs of students through a multitiered approach to social emotional wellbeing (Goal 4; Action 1).

5. Increase workshops/classes at the Community Parent Center and on each school site. Include a selection of workshops/classes that support the variety of needs of our families based on our different student groups throughout the year. Additionally, work with school sites and district staff to create positive school events that bring families to schools for positive learning experiences. (Goal 5; Action).

The San Ysidro School District serves a diverse student population including many students from high needs student groups, such as students with disabilities, English learners, and students from socioeconomically disadvantaged, homeless or foster families. Within the LCAP there are actions and services specific to these student groups including, but are not limited to, professional development and

instructional coaching for teachers, supplemental and intervention materials, push-in support for struggling readers and struggling math students, and the continuation of restorative practices with a focus on social emotional wellbeing.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

One school in the San Ysidro School District has been identified for comprehensive support and improvement List schools and why in ASTI and DA

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Needs Assessment: The district conducts a thorough needs assessment to identify the specific challenges and areas of improvement for each eligible school. This assessment involves analyzing academic performance data, conducting surveys or interviews with staff, students, and parents, and considering other relevant factors.

Data Analysis and Monitoring: SYSD utilizes data analysis tools and processes to monitor the progress and performance of eligible schools. This includes tracking academic achievement, attendance rates, discipline incidents, and other relevant metrics. By regularly reviewing the data, wet can identify trends, areas of concern, and areas where additional support is needed.

Targeted Professional Development: The district provides targeted professional development opportunities for teachers and staff in eligible schools. These training programs focus on instructional strategies, curriculum alignment, data-driven decision making, and other areas identified as areas of improvement. The goal is to equip educators with the knowledge and skills necessary to address the specific needs of their students.

Resource Allocation: SYSD ensures that eligible schools receive adequate resources to support their improvement efforts. . Our district considers equity and fairness in distributing resources to ensure that schools with the greatest needs receive appropriate support.

Collaboration and Coaching: SYSD fosters a culture of collaboration among schools and provides coaching support to administrators and teachers in eligible schools. This includes facilitating professional learning communities, , and creating opportunities for sharing best practices. The district also engage sexternal experts or consultants to provide specialized support and guidance.

Ongoing Monitoring and Evaluation: The district continually monitors the progress of eligible schools and evaluates the effectiveness of the support provided. This allows for adjustments and refinements to be made as needed to ensure that the improvement efforts are yielding positive results.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Data Analysis: SYSD will regularly collect and analyze various data points, including student performance data, attendance records, s, and discipline reports. By examining this data, wecan identify , patterns, and areas of improvement to inform decision-making and support student and school achievement.

School Visits and Observations: A team of educational partners should conduct regular visits to schools within the district to observe instructional practices, assess the implementation of programs, and give feedback.

Progress Monitoring: SYSD will establish clear benchmarks and goals aligned with the plan's objectives. Regular progress monitoring should be conducted to assess whether schools and students are making progress toward our goals

Collaborative Feedback and Support: SYSD will establish a collaborative environment by providing ongoing feedback, support, and professional development opportunities to school administrators and teachers.

Educational Partner Engagement: The LEA should actively engage with various stakeholders, including parents, community members, and educational organizations, to gather feedback and input on the plan's implementation. This can involve conducting surveys, holding community forums, and establishing advisory committees to ensure that diverse perspectives are considered and incorporated into the monitoring process.

Policy and Program Evaluation: The LEA should periodically review and evaluate the policies, programs, and interventions outlined in the plan. This evaluation should assess their impact on student and school achievement, equity, and overall effectiveness. Adjustments and refinements should be made based on the evaluation findings to continually improve outcomes.

Communication and Reporting: The LEA should maintain open and transparent communication and regular update all educational partners

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

The San Ysidro School District prioritizes the engagement and feedback of our educational partners in the creating of the district plan. In preparation for the drafting of the LCAP goals, actions, and services for the 2022-2023 LCAP, the district created surveys to monitor feedback from educational partners including parents/guardians, students, staff, and management on the needs of students. These ongoing surveys were part of the information that was gathered from our educational partners to inform the plan to support students through our Local Control Accountability Plan (LCAP) for the upcoming year.

The district engaged in Differentiated Assistance(DA) workgroup focused on Chronic Absenteeism through SDCOE's ICAN Network, which included district classified, certificated, administrative staff, and county support for evaluating data on chronic absenteeism for all students including students with disabilities, this work also supported the development of the LCAP as we analyzed data and worked to determine actions and services to better support this student group in these identified areas.

Through the analysis of the data that was gathered from feedback the district identified an emphasis on the need to provide the following types of services: intervention for students, additional support for English language development, enrichments programs (eg. sports programs, STEM, arts, music, etc.), mental health supports, continued supports for technology, learning opportunities for parents/guardians to better support their children, and the continued implementation of communication strategies as well as health and safety practices. The San Ysidro School District has implemented this feedback in the supports and services that we are prioritizing in the creation of this plan.

In order to gather additional feedback and input to inform the final draft of the 2022-23 LCAP, the drafted plan was reviewed with:

DELAC(District English Learner Advisory Committee) - April 20, and May 19 2023
DPAC (District Parent Advisory Committee) - April 20, 2022
LCAP/DBAC(District Budget Advisory Committee): May 26, 2022
Student Leaders May 21 2023
CSEA (Classified Bargaining Unit): May 24 2023
SYEA (Certificated Bargaining Unit): May 24 2023
Parent/Staff/Student Responses California Healthy Kids Survey

San Diego Office of Education FASTPASS - June 1, 2022
Public Hearing - June 9, 2023
Governing Board approval - June 22 2023

A summary of the feedback provided by specific educational partners.

The feedback received from our educational partners, including parents, students, teachers, administrators, and school staff, provided valuable insights into the needs related to the five SYSD goals outlined in the Local Control and Accountability Plan (LCAP).

Student Achievement:
Parents expressed the need for additional resources and support to enhance their children's academic performance.. Teachers emphasized the importance of professional development opportunities to enhance their instructional practices and the need for differentiated instruction to meet the diverse learning needs of students.

English Language Proficiency:
Parents and students expressed the need for enhanced English language acquisition programs and services. They emphasized the importance of providing continiuos professoinal development such as EL Rise-- culturally responsive teaching practices. Teachers highlighted the need for professional development focused on strategies to support English language learners effectively. Administrators and school staff emphasized the importance of monitoring and assessing English language proficiency growth and providing appropriate interventions.

School Climate:
Parents, students, teachers, administrators, and school staff all emphasized the significance of fostering a positive and inclusive school climate. They highlighted the need for safe and supportive environments that promote respect, cultural sensitivity, and collaboration. Parents and students stressed the importance of addressing issues related to bullying, harassment, and discrimination. Teachers and administrators emphasized the need for social-emotional learning programs, restorative practices, and community-building initiatives to enhance the overall school climate. Families are engaged in offering feedback to the district building initiatives

Social-Emotional Well-being:
Parents, students, teachers, administrators, and school staff recognize the importance of prioritizing students' social-emotional well-being. They empasize the need for additional counseling services, mental health resources, and trauma-informed practices. Parents and students emphasized the importance of promoting mental health awareness and reducing stigma around seeking support--students actively participated in Mental Health awareness month. . Teachers and administrators stressed the need for professional development on social-emotional learning strategies and effective classroom management techniques.. They welcome help from our educational partner--"Sharing to Care"

Parent Engagement:
Parents and school staff expressed the desire for increased parent engagement opportunities. They highlighted the need for maintaining communication channels, including regular updates, newsletters, and online platforms to facilitate information sharing. Parents emphasized the importance of involving families in decision-making processes and providing opportunities for meaningful participation in school activities. School staff indicate the need for workshops and resources to support parents in assisting their children's academic progress and navigating the education system. Parents welcome the trainings offered by our community partners: South Bay Community Services, PIQE, and San Ysidro Health.

Overall, the feedback from our educational partners demonstrated a shared commitment to enhancing student achievement, English language proficiency, school climate, social-emotional well-being, and parent engagement. These insights will inform our strategies and actions outlined in the LCAP to address the identified needs and ensure a supportive and successful educational experience for all of our educational partners.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

In the creating the LCAP goals, the district worked to align the state priorities with the identified needs of the district. Each of the goals that has been written for the LCAP includes actions and services that are reflective of the input that our educational partners shared.

The first goal which focuses on academic achievement includes an equity lens by calling out specific student groups that need to accelerate their learning in order to mitigate the achievement gap to truly provide equity for all of our student groups. This goal includes actions and services that are a direct result of the educational partner input, including focusing on the technology plan which includes the support of 100% digital access for all students and professional learning to increase technology use, as well as interventions for students that are embedded in the instructional day and in expanded learning opportunities before and after school.

The second goal focuses on English language and academic language development with an emphasis on supporting English learners to meet annual progress goals and reclassify in 5 years, and is a direct result of feedback from our educational partners. This goal will be supported by actions and services that are focused on language acquisition strategies for all learners, including students with disabilities. The district will focus on English and Academic language development with the implementation of professional learning for staff and coaching support for implementation. As well as the revision of the EL master plan to ensure alignment with the EL Roadmap and the clear vision for our language acquisition models.A study of our Dual Language Immpersion program is planned for next year and we will implement the ELLevation software that will help us with ELL progresss monitoring and ensure state and federal compiance.

The third goal focuses on school culture and student engagement. This goal will embed educational partner input in actions and services that call for the strengthening of social emotional supports for students, the refinement and support of Positive Behavior Intervention Strategies (PBIS), and the emphasis on sports and enrichment opportunities to support the building of culture and community on our school sites; this includes our Pathways program supported by Expanded Learning Opportunities Plan This focus on school culture and students engagement will support student attendance, for all students including foster youth, students with disabilities, and unhoused students by building a positive welcoming school environment, which includes the implementation of a multi tiered system of support for student engagement.

The district's fourth goal is a direct result of educational partner input that calls out the need have mental health supports for students. This goal focuses on the development of social emotional learning and wellbeing with additional supports when needed. For this goal we have created actions and services that include the hiring of social workers to support the Tier I implementation of the district's social emotional

curriculum, as well as to provide Tier II supports like groups and 1:1 support for students who need additional supports. Community partners will be helping us with service delivery and progress monitoring.

The last goal is focused on parent engagement and we had input that asked us to continue the communication that we were already doing in terms of being proactive in our communication to families. Additionally, we will incorporate different means of communication and provide learning opportunities for our families around the topics of student academic support, language acquisition, enrichment/sports opportunities, technology, and mental health supports to help inform the workshop and activities that we host and engage our families in so that students and families will feel equally engaged in the focus of the district as we move all of our students forward. California Healthy Kids Survey data indicates a need to be more welcoming to parents on campus and to seek ways to engage in meaningful partnership.

Goals and Actions

Goal

Goal #	Description
1	Improve student achievement for all students and accelerate student learning increases for English learners and students with disabilities.

An explanation of why the LEA has developed this goal.

The San Ysidro School District has developed this goal after analyzing dashboard and internal data to ensure that we are continuing to focus on student achievement, and the implementation of CCSS and state frameworks. Further, the data analysis prompted the need to focus on accelerating learning increases for student groups who have an achievement gaps in relation to their peers, as identified through California Dashboard data and local assessment data. Based on the following data and stakeholder input collected through the input process, the district has determined that we need to focus on English learners and students with disabilities to accelerate their learning and support them in closing the achievement gap. This goal and the focus on the supporting students who need extra support to bridge an academic gap was a direct result of stakeholder input that indicated the need to have intervention support for students available during the school day and after to school to support all students with their unique learning needs, including unduplicated students and students with disabilities.

2018-19 Data-CAASPP (California Assessment of Student Performance and Progress)
Percentage of students who met or exceeded standards

English Language Arts (ELA)

- All Students - 40.65%
- Hispanic/Latino - 37.72%
- Filipino - 76.15%
- Black or African American - 57.14%
- White - 60.97%
- Socio-Economic Disadvantaged (SED) - 35.53%
- Reclassified Fluent English Proficient (RFEP) - 77.41%
- English Learners (EL) - 14.78%
- Students with Disabilities (SWD) - 8.57%

2018-19 Data-CAASPP (California Assessment of Student Performance and Progress)
Percentage of students who met or exceeded standards -

Mathematics

- All Students - 31.45%
- Hispanic/Latino - 29.12%
- Filipino - 65.74%
- Black or African American - 40.00%
- White - 46.35%
- Socio-Economic Disadvantaged (SED) - 27.7%
- Reclassified Fluent English Proficient (RFEP) - 55.27%
- English Learners (EL) - 15.56%
- Students with Disabilities (SWD) - 8.06%

Teachers Appropriately Assigned: 100%

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Academic Indicator: CAASPP : SBAC - ELA Scale Score Points Distance From Standard	2018-19 SBAC - ELA Scale Score Points Distance From Standard ALL = 28.6 points below standard EL = 45.8 points below standard SED = 39.8 points below standard SWD = 107.9 points below standard	LEA did not assess using the SBAC in 2020-21. Instead we opted to use Local Common Assessments. The data is reported below for ELA: 2021-22 LEA Created Common Assessment - ELA Students Scoring at Meets or Exceeds Standard	2021-2022 SBAC ELA Scale Score Points Distance From Standard ALL= 42.6 points below standard EL= 64.8 points below standard SED= 53.1 points below standard SWD= 117 points below standard		By June 2024, as measured by the scale score points distance from standard on the English Language Arts portion of the SBAC, as follows: ALL = 16.6 points below standard EL = 25.8 points below standard SED = 19.8 points below standard SWD = 87.9 points below standard

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		GR K-2 ALL: 61% EL: 58% SWD: 44% GR 3-8 ALL: 50% EL: 36% SWD: 31%			
Academic Indicator -- Local Measure LEA Created Common Assessment - ELA Students Scoring at Meets or Exceeds Standard	2020-21 LEA Created Common Assessment - ELA Students Scoring at Meets or Exceeds Standard GR K-2 ALL: 60% EL: 56% SWD: 52% GR 3-8 ALL: 35% EL: 18% SWD: 17%	2021-22 LEA Created Common Assessment - ELA Students Scoring at Meets or Exceeds Standard GR K-2 ALL: 61% EL: 58% SWD: 44% GR 3-8 ALL: 50% EL: 36% SWD: 31%	2022-23 LEA Created Common Assessment - ELA Students Scoring at Meets or Exceeds Standard GR K-2 ALL: 64% EL: 65% SWD: 44% GR 3-8 ALL: 57% EL: 46% SWD: 44%		By June 2024, as measured by students scoring at meets or exceeds standard on the LEA Common Assessment for English Language Arts, as follows: GR K-2 ALL: 69% EL: 69% SWD: 69% GR 3-8 ALL: 45% EL: 33% SWD: 33%
Academic Indicator:	2018-19 SBAC - Math	LEA did not assess using the SBAC in 2020-21. Instead we	2021-22 SBAC Math		By June 2024, as measured by the scale score points

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP : SBAC - Math Scale Score Points Distance From Standard	Scale Score Points Distance From Standard ALL = 53.5 points below standard EL = 65.6 points below standard SED = 63.5 points below standard SWD = 142 points below standard	opted to use Local Common Assessments. The data is reported below for Math: 2021-22 LEA Created Common Assessment - Math Students Scoring at Meets or Exceeds Standard GR K-2 ALL: 72% EL: 67% SWD: 44% GR 3-8 ALL: 37% EL: 32% SWD: 22%	Scale Score Points Distance From Standards ALL= 76.5 points below standard EL= 93 points below standard SED= 87.2 points below standard SWD= 150.8 points below standard		distance from standard on the Math portion of the SBAC, as follows: ALL = 41.5 points below standard EL = 45.6 points below standard SED = 43.5 points below standard SWD = 122 points below standard.
Academic Indicator -- Local Measure LEA Created Common Assessment - Math Students Scoring at Meets or Exceeds Standard	2020-21 LEA Created Common Assessment - Math Students Scoring at Meets or Exceeds Standard GR K-2	2021-22 LEA Created Common Assessment - Math Students Scoring at Meets or Exceeds Standard GR K-2	2021-22 LEA Created Common Assessment - Math Students Scoring at Meets or Exceeds Standard GR K-2		By June 2024, as measured by students scoring at meets or exceeds standard on the LEA Common Assessment for Math, as follows GR K-2 ALL: 85%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	ALL: 79% EL: 78% SWD: 73% GR 3-8 ALL: 35% EL: 20% SWD: 16%	ALL: 72% EL: 67% SWD: 44% GR 3-8 ALL: 37% EL: 32% SWD: 22%	ALL: 72% EL: 68% SWD: 70% GR 3-8 ALL: 44% EL: 34% SWD: 26%		EL: 85% SWD: 85% GR 3-8 ALL: 44% EL: 32% SWD: 32%
Academic Indicator English Language Proficiency Assessment of California (ELPAC) Percentage of English Learners who make annual progress towards English Proficiency as measured by ELPAC (increase of one ELPAC level)	2018-19 English Language Proficiency Indicator (ELPI) 47.3% making progress Performance Level: MEDIUM *Due to gap in data from COVID related school closures, we may review and revise baseline data after 2021-22 Cycle	ELPAC Levels 2020-21* *Due to gap in data from COVID related school closures, we will not have an ELPI until 2022-23 when the state will be able to compare 2 years of data to determine growth indicator For that reason we are sharing ELPAC levels as a measure of progress for this metric: 2021-22 ELPAC Levels Level 4 = 279 Students	2021-22 English Language Proficiency Indicator (ELPI) 55.2% making progress towards English language proficiency		By June 2024, the ELPI will indicate that 56.3% of EL students are making progress, and the district has reached an overall performance level of high.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		Level 3 = 836 Students Level 2 = 831 Students Level 1 = 587 Students			
Academic Indicator English Learner Reclassification Rate Percentage of English learners reclassified each year	2021 reclassification baseline - 2% (63 students)	2022 reclassification rate - 8% (245 students)	2023 reclassification rate - 21% (400 students)		By June 2024, 17% of English learners will meet the board approved requirements for reclassification which is an increase of 5% per year for a total of a 15% total increase.
Academic Indicator -- Local Measure Implementation of the academic content and performance standards adopted by the State Board	Maintain access for 100% of students to academic content and performance standards adopted by the State Board	Maintain access for 100% of students to academic content and performance standards adopted by the State Board	Maintain access for 100% of students to academic content and performance standards adopted by the State Board		Maintain access for 100% of students to academic content and performance standards adopted by the State Board
Basic Services: Every pupil in the school district has access to standards aligned instructional materials.	Maintain access for 100% of students to standards aligned instructional materials	Maintain access for 100% of students to standards aligned instructional materials	Maintain access for 100% of students to standards aligned instructional materials		Maintain 100% sufficiency of instructional materials for all students to standards aligned instructional materials as reported on the

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					SARC and by the board resolution of sufficiency of instructional materials.
Basic Services: Teacher Credentialing & Teacher Assignments	Maintain 100% of our teachers appropriately credentialed and assigned.	Maintain 100% of our teachers appropriately credentialed and assigned.	Maintain 100% of our teachers appropriately credentialed and assigned.		Maintain 100% of our teachers appropriately credentialed and assigned.
Implementation of Standards: Programs and services enable EL to access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency.	100% of English learners will access programs and services to enable them to access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency.	100% of English learners will access programs and services to enable them to access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency.	100% of English learners will access programs and services to enable them to access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency.		Maintain 100% access for English learners to programs and services which enable them to access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency.
Course Access: Broad Course of Study that includes all of the subject areas described in Section 51210 and Section 51220 for unduplicated students, as well as students	100% of elementary students have access to STEM and PE during teacher collaboration time	100% of elementary students have access to STEM and PE during teacher collaboration time	100% of elementary students have access to STEM and PE during teacher collaboration time		Maintain 100% access for elementary students to STEM and PE during teacher collaboration time

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
with exceptional needs: *PE Schedules *STEM Schedules					
Other Pupil Outcomes: Physical Fitness Test 2018-19 Healthy Fitness Zone	Physical Fitness Test --Healthy Fitness Zone --2018-19 Grade 5 43.2% Grade 7 27.1%	Physical Fitness Test --Participation Rate-2021-22 Grade 5: 89% (410 of 424) Grade 7: 97% (436 of 492) *Due to a change in state guidance districts are collecting Participation Rates for 2021-22 Depending on revised guidance for 2022-23 the district will determine the need to make a change to the 2024 goal	Physical Fitness Test --Participation Rate-2022-23 Grade 5: 93% (455 of 491) Grade 7: 92% (461 of 501) *Due to a change in state guidance districts are collecting Participation Rates for 2021-22 Depending on revised guidance for 2022-23 the district will determine the need to make a change to the 2024 goal		By June 2024, as measured by the Physical Fitness Test --Healthy Fitness Zone, scores will increase by 9% for each grade respectively, as follows: Grade 5 52.2% Grade 7 36.1% Physical Fitness Test --Participation Rate-2021-22

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Technology: Plan, Professional Learning	Update technology plan to improve services district-wide (i.e. Maintain 1:1 devices at all school sites and equipment, software, & digital	$1,429,652.00	Yes

Action #	Title	Description	Total Funds	Contributing
	& Implementation Support	literacy/digital citizenship, etc.) to increase digital access for all students, including unduplicated students Continue to provide professional learning opportunities and support in the area of technology and digital literacy/digital citizenship and support implementation of 21st century skills for all student including unduplicated students		
1.2	Data Driven Systems: SIS, DnA, Destiny	Continue to utilize current data, student information, and destiny systems. Assess and evaluate systems to determine effectiveness.	$0.00	No
1.3	Curriculum, Instruction & Data Driven Systems: Staffing	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	$39,270,110.00	No
1.4	Curriculum, Instruction, and Data Driven Systems-Staffing & Class Size Reduction	Ensure all teachers are appropriately credentialed and assigned based on their authorizations, strengths, and expertise. Continue hiring single subject math and science teachers to provide students with specialized instruction in STEM.	$0.00	No
1.5	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	Continue Data Reflection Sessions with the support of Science/PE Teams: Data reflection sessions provide teachers and administrators the opportunity to analyze student assessment data on LEA common assessments and to monitor the academic achievement of all students including unduplicated students and student with disabilities in order to plan for differentiated instruction in support of all students.	$1,400,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Students are provided instructional enrichment with SPARKs Physical Education, Project Lead the Way (PLTW) STEM modules, social emotional learning, all with embedded language development during the data reflection and professional learning communities that are focused on student data monitoring and planning to accelerate learning for all students including unduplicated students and students with disabilities.		
1.6	College and Career Readiness and 21st Century Learning	Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as college readiness and STEM . In addition, middle schools will offer electives such as AVID, Computer Science (PLTW), Spanish, VAPA, and programs such as Gifted and Talented Education (GATE). Elementary schools will also offer the GATE and PLTW programs. These programs promote equal access for all students, including unduplicated students and students with disabilities.	$125,000.00	Yes
1.7	State & Federal Programs: Staffing	Support personnel for State and Federal Programs to ensure data analysis, program effectiveness and evaluation, and progress monitoring of unduplicated students to support academic acceleration.	$119,100.00	Yes
1.8	Curriculum, Instruction, and Data Driven Systems: Resource Teachers	Employ five district resource teachers to serve as liaisons between the district and its schools. Resource teachers will provide support to site administration in the areas of curriculum, professional development, instructional implementation coaching/support and special programs. They will demonstrate lessons and innovative teacher strategies, and provide individualized assistance in selected areas of curriculum and data monitoring to support the implementation of the districts system for continuous improvement to support the academic achievement for all students including unduplicated students.	$730,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.9	Curriculum, Instruction, and Data Driven Systems: DRS SpEd/Dually Identified Focus	Quarterly DRS Sessions with RSP teachers at district level to monitor and support needs of students with disabilities and dually identified English learners to monitor the continuous improvement cycle supporting academic achievement for all students including unduplicated students and students with disabilities.	$1,344,900.00	Yes
1.10	Curriculum, Instruction, and Data Driven Systems: DRS: Mega Focus	Site and District administration meet after every assessment cycle to review assessment data from all schools to focus on progress with system implementation and identify system support needed including professional learning and coaching to improve instructional implementation to support all learners, including unduplicated students. This practice will help to support the development of data led site admin led meetings to address the needs of unduplicated students and students with disabilities through the implementation and monitoring of high leverage instructional practices. (Staffing costs found under 1.3 (certificated and classified staffing to support students: including teachers, site and district office staff, and site and district administrators)	$0.00	Yes
1.11	Curriculum, Instruction, and Data Driven Systems-Staffing	Support personnel for data, assessment, and evaluation to ensure data analysis, academic program evaluation, and progress monitoring for unduplicated students to support the academic acceleration of all students including unduplicated students. Staffing costs to support this work are under 1.7 (Data Support Specialist, Director of Ed Services)	$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.12	Elementary School Administrative Support	Support identified elementary schools with part time administrative support to ensure multi-tiered systems of support (MTSS) are implemented through positive behavior intervention and support (PBIS), and to facilitate the instructional design through data analysis and student monitoring of unduplicated students.	$155,000.00	Yes
1.13	Temporary Supplemental Instructional Staff: Intervention Support Teachers	Employ temporary intervention support teachers to support students with supplemental small group instruction and expanded learning opportunities focused on decreasing the achievement gap by accelerating learning for all students including unduplicated students and students with disabilities.	$600,000.00	Yes
1.14	Supplemental Materials	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.	$200,000.00	Yes
1.15	Professional Learning: PD, Guided Planning, Implementation Coaching	Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice(SMPs), Science, and Social Studies. Professional learning includes training specifically designed to address the achievement gap for unduplicated students and students with disabilities. Additionally, the intention is to support professional learning with follow-up sessions for guided planning and instructional coaching to support implementation of learning with attention to providing opportunities for collaboration between general education and special	$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		education staff including paraprofessionals to ensure the academic success for all student including unduplicated students. (See Goal/Action #s for funding: #s 1.5; 1.8)		
1.16	Professional Development - Administrators	Provide professional learning opportunities for site and district administrators to support teaching and learning and to strengthen educational practices to support the academic acceleration of all students including unduplicated students and students with disabilities through the use of instructional leadership team professional learning communities of practice, district led data meetings, and learning walks.	$120,000.00	Yes
1.17	Temporary Supplemental Instructional Staff: Paraprofessionals	Temporarily employ or increase hours for paraprofessionals to increase the intervention support students receive through supplemental small group instruction and expanded learning opportunities focused on decreasing the achievement gap by accelerating learning for all students including unduplicated students.	$200,000.00	Yes
1.18	Academic Intervention Programs	Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e. English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc) and educationally disadvantaged students in Comprehensive Support and Improvements Schools . Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment to accelerate learning and increase engagement for all students including unduplicated students.	$655,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.19	Coordinator of Pupil Services	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.	$190,881.00	Yes
1.20	Expanded Learning - Intersession Program	Implement Intersession Program for an expanded learning opportunity to provide enrichment programs to improve student achievement and close the achievement gap for unduplicated students and students with disabilities. {The funding for this action can be found under 3.8: ASES/Pathways ($60,000); Summer School/21st Century ($133,032); ELOP }	$0.00	Yes
1.21	Curriculum & Instruction: Instructional Design -- ELA	Continue to implement instructional design for ELA which includes a focus on CCSS based gradual release lessons and small groups support for guided reading and word study to improve student achievement and close the achievement gap for unduplicated students and students with disabilities. (See Goal/Action #s for funding: #s 1.5; 1.8, 1.11,1.14, 1.17, 1.18)	$0.00	Yes
1.22	Curriculum & Instruction:	Continue to focus on instructional design for Math including CCSS based gradual release lessons and small group support/tutoring to	$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
	Instructional Design -- Math	ensure access for all students through intervention and scaffolding to improve student achievement and close the achievement gap for unduplicated students and students with disabilities. (See Goal/Action #s for funding: #s 1.5; 1.8, 1.11,1.14, 1.17, 1.18)		
1.23	Curriculum, Instruction & Data Driven Systems: Dual Language Teachers	Provide certificated staffing to support students in Dual Language program with the focus of increasing and improving services for students with disabilities, English learners, foster youth, and low income students.	$4,375,515.00	Yes
1.24	Continue to maintain class size reduction for Grades K-3 and 4-6.	Continue to Maintain Class Size reduction for Grades K-3 & Grades 4-6	$200,000.00	Yes
1.25	Certificated Teachers 3 PD days	Provide professional learning opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics (including Standards of Mathematical Practice(SMPs), Science, and Social Studies. Professional learning includes training specifically designed to address the achievement gap for foster youth, unhoused students, English language learners, and students with disabilities.	$521,866.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There have been no substantive changes in goals, timelines, priorities, monitoirng, or staffing.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Goal/Action 1.5: increase in Sci/Phy teacher FTE.
Goal/Action 1.7: Director of Educational Services 50% funded by ELOP
Goal/Action 1.8 and 1.9: Increase in salary and benefits
Goal/Action 1.12: 2.0 FTE Assistant Principal
Goal/Action 1.13: 8.0 FTE Intervention Support Teachers
Goal/Action 1.14: Increase in cost for educational software programs
Goal/Action 1.17: Recruitment efforts unsuccessful
Goal/Action 1.24: Class Size ratios are currently in place: K-3 24:1 and 4-6 28:1
Goal/Action 1.25: Increase in salary and benefits

An explanation of how effective the specific actions were in making progress toward the goal.

The increase in ELL students being reclassfied is noteworthy. These students meet criteria by proficient performance on the ELPAC as well as reaching proficiency in the district common assessments

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Progress monitoring h incorporation of continuous improvement strategies into the planning process. This could ie implementing regular monitoring and evaluation processes to assess the effectiveness of actions, identifying areas for improvement, and making data-driven decisions based on the insights gaine as it relates to Goal 1--Increasing Student Achievement

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Improve English language and academic language proficiency outcomes to ensure access to CCSS for all students, including English Learners(ELs) so that ELs will demonstrate annual expected progress and reclassify in 5 years or less.

An explanation of why the LEA has developed this goal.

The San Ysidro School District has developed this goal after analyzing dashboard and internal data to ensure that we are focusing on the annual progress of all English Learners, due to the fact that our data indicates that our students who successfully reclassify demonstrate the highest rates of academic success in the district, as identified through California Dashboard and local assessment data. This goal will ensure access to the CCSS for ELA and ELD for all students including English learners. Based on the following data we have determined that we need to focus on English learners, including dually classified students(students who are eligible for both special education and English learner services) to ensure that the language acquisition supports are supporting annual progress goals and reclassification of all English learners in 5 years or less. This goal and the focus on the supporting students improve with English and academic language development was a direct result of stakeholder input that focused on the need for supporting all students including unduplicated students with English language development through intervention support strategies to be available to students to support them with English and academic language acquisition both during the instructional day and as part of an expanded learning opportunities after the end of the instructional day.

The following data was considered in determining the need to focus on students and their language development to positively impact academic achievement:

2018-19 Data-CAASPP (California Assessment of Student Performance and Progress)
Percentage of students who met or exceeded standards

English Language Arts (ELA)

- All Students - 40.65%
- Reclassified Fluent English Proficient (RFEP) - 77.41%
- ELs - 14.78%

2018-19 English Language Proficiency Indicator (ELPI)

This indicator shows the percentage of students who are making 1 year of annual progress or maintaining the highest level of 4 on the English Language Proficiency Assessment of California (ELPAC). By this measure:

44% of our students increased 1 or more levels on the ELPAC
2.9% of our students maintained the highest level of 4 on the ELPAC

For a total of 47.3% making progress & an Overall District Performance Level of MEDIUM

Reclassification Rate:

2019-20: 6.5%

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Pupil Achievement: 2018-19 English Language Proficiency Indicator (ELPI) Data Students making adequate progress towards English language proficiency or maintaining highest level on the ELPAC.	2018-19 English Language Proficiency Indicator (ELPI) 47.3% making progress Performance Level: MEDIUM *Due to gap in data from COVID related school closures, we may review and revise baseline data after 2021-22 Cycle	ELPAC Levels 2020-21* *Due to gap in data from COVID related school closures, we will not have an ELPI until 2022-23 when the state will be able to compare 2 years of data to determine growth indicator For that reason we are sharing ELPAC levels as a measure of progress for this metric: 2020-21 ELPAC Levels	Insert new ELPAC Results here 2022-2023 ELPAC Levels Level 4= 19% Level 3 = 31% Level 2= 24% Level 1= 27%		By June 2024, the ELPI will indicate that 56.3% of EL students are making progress, and the district has reached an overall performance level of high.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		Level 4 = 17% Level 3 = 30% Level 2 = 30% Level 1 = 23% 2021-22 ELPAC Levels Level 4 = 11% Level 3 = 33% Level 2 = 33% Level 1 = 23%			
Pupil Achievement -- Local Measures LEA Common Assessment - ELA Students Scoring at Meets or Exceeds Standard	2020-21 LEA Common Assessment - ELA GR K-2 ALL: 60% EL: 56% GR 3-8 ALL: 41% EL: 18%	2021-22 LEA Common Assessment - ELA GR K-2 ALL: 61% EL: 58% GR 3-8 ALL: 50% EL: 36%	2022-2023 SYSYD Common Assessment ELA Grades K-2 All: EL: GR 3-8 All: EL 3		By June 2024, the LEA Common Assessment data for ELA will indicate the following % of student meeting or exceeding standards: GR K-2 ALL: 69% EL: 69% GR 3-8 ALL: 50% EL: 38%
Pupil Achievement	2019-20 District Reclassification Rate	2022 reclassification rate - 8% (223 students)	2023 reclassification rate: % students		By June 2024, the district reclassification rate will have

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Annual Reclassification Rate Students reclassified as a % of prior year English learners	2% (63 students)				increased indicating that the district is reclassifying students at a rate of 15%
Pupil Achievement CAASPP: SBAC - ELA Scale Score Points Distance From Standard	2018-19 SBAC - ELA Scale Score Points Distance From Standard ALL = 28.6 points below standard EL = 45.8 points below standard *Due to gap in data from COVID related school closures, we may review and revise baseline data after 2021-22 Cycle	LEA did not assess using the SBAC in 2020-21. Instead we opted to use Local Common Assessments. The data is reported below for ELA: 2021-22 LEA Created Common Assessment - ELA Students Scoring at Meets or Exceeds Standard GR K-2 ALL: 61% EL: 58% GR 3-8 ALL: 50% EL: 36%	Update with SBAC Data 2022-2023 here		By June 2024, as measured by the scale score points distance from standard on the English Language Arts portion of the SBAC, as follows: ALL = 16.6 points below standard EL = 25.8 points below standard
Implementation of Standards:	Maintain programs and services that	Maintain programs and services that	Maintain programs and services that		Maintain programs and services that

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Programs and services enable EL to access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency.	enable access for 100% of English learners to the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency.	enable access for 100% of English learners to the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency.	enable access for 100% of english learners to the CCSS and ELD standards for purposes of gaining academic content knowledge and English Language Proficiency		enable access for 100% of English learners to the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	English & Academic Language Services - EL Master Plan	Continue to implement English Learner programs (i.e. Structured English Immersion, Dual Language One-Way and Dual Language Two-Way) based on site needs to support English language acquisition. Review and revise the EL Master plan through the lens of the California English Learner Roadmap, to ensure clarity and uniformity throughout the district in providing services for English Learners as well as to ensure compliance with current laws, regulations, and accountability. {Funding source can be found under 1.23 certificated staffing to support students in Dual Language program}	$0.00	Yes
2.2	EL Monitoring--Student Progress	Continue to support, monitor, and evaluate the services for English Learners to ensure students acquire proficiency in English. Support staff will monitoring student achievement data to ensure that students are making adequate progress towards annual progress goals with	$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		language acquisition. Data monitoring to support student intervention and instructional practices. {For funding source, please see 1.8, 1.9, 1.10, 1.12: Director of Educational Services, Resource Teachers, Data Support Specialist, Testing Assistants, Site & District Level Data Reflection Sessions (DRS)}		
2.3	Professional Learning- Instructional Staff & Administration	Engage instructional staff and administrators in professional learning on the CA EL Roadmap, ELD Standards, ELPAC Domains, GLAD, AVID Excel and Ed Tech for Direct Instruction to benefit the services that are provided in the area of English language acquisition for all students including English Learners.	$94,000.00	Yes
2.4	Professional Learning & Implementation Coaching	Support professional learning with implementation support and instructional coaching of professional learning to include guided planning, lesson modeling, and data monitoring to improve classroom instruction to support the improvement of academic achievement for all students including English learners. (See Goal/Action #s for funding: #s 1.8; 1.13)	$0.00	Yes
2.5	Professional Learning: Administrative Coaching & Monitoring	Engage Administrators in professional learning and Communities of Practice to support instructional leadership and strong implementation of evidence based instructional practices to improve classroom instruction to support the improvement of academic achievement for all students including English learners.	$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		(See Goal/Action #s for funding: #s 1.10; 1.12; 1.16)		
2.6	English Learner Support: Monitoring & Support	Continue to employ testing assistants and data support specialist to support students language acquisition through monitoring of English Learner progress, serving as a parent liaison, and supporting the implementation of interventions for English learners. (See Goal/Action #s for funding: #s 1.8; 1.11)	$117,344.00	Yes
2.7	English Learner Support: AVID Excel	Implement AVID Excel to target students who are Long Term English Learners (LTELs) or at risk of becoming LTELs, to accelerate language acquisition by targeting typology of ELs to support access to core instruction through the building of strategies and supports to improve classroom instruction to support the improvement of academic achievement for all students including English learners. (See Goal/Action #s for funding: #s 1.3, 1.4, 1.22)	$20,000.00	Yes
2.8	EL Support: Integrated Academic Language and English Language Development:- PD, Planning, Coaching	Support the implementation of instructional practice in all instructional areas to focus on language acquisition strategies to support all learners including English learners in developing English and academic language skills through professional learning and implementation support including planning and coaching opportunities. (See Goal/Action #s for funding: #s 1.8; 1.11; 2.3)	$27,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.9	EL Support: Academic Language and English Language Development	Continue to group students for daily designated ELD lessons across grade levels to support students at their levels and by their needs. Use strategic and flexible grouping strategies grounded in data review based on ELD/ELPAC domains to allow student groups to adjust based on student need and growth profiles to ensure the maximum academic acceleration possible for all students including English learners. Ensure professional learning opportunities to grow the understanding of EL typologies, ELD standards, ELPAC domains, research based best practices, and leveraging Ed Technology to provide supplemental direct instruction to all students including English learners. (See Goal/Action #s for funding: #s 1.5; 1.8; 1.11; 2.8)	$0.00	Yes
2.10	Supplemental Curriculum	To support the different levels of English Learners and typologies within those levels, the district will use supplemental ELD curriculum to support the needs of each level including Educational Technology products to provide supplemental direct instruction to all students including English learners.	$50,000.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There are no substantive differences in planned actions and actual implementation as a result of examining metrics, desured outcomes, and allocation of resources.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Goal/Action 2.3: Increase costs in professional development
Goal/Action 2.6: Increase in staff FTE

An explanation of how effective the specific actions were in making progress toward the goal.

Data suggests that 337 additional students are elibible for re classification from 2023 ELPAC results

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes made for metrics, desired outcomes, or actions. Comprehensive needs assessments and data anlalysis suggests that resources are allocated approopariately.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

An explanation of why the LEA has developed this goal.

Through an analysis of data listed below the San Ysidro School District has determined the need to continue to focus on student engagement through the lens of attendance, chronic absenteeism, and suspension rates. This data review was part of the Differentiated Assistance process that included a process of data review and included stakeholder input over an 18 month period, as well as district wide feedback sessions, and surveys that revealed the need to support students with support for engagement and school connectedness. The district believes that student engagement and school climate are an integral part of academic success, and as such have taken stakeholder input on the topic of supporting students and providing enrichment opportunities to focus on a goal that will support students to feel more connected and engaged in their education

CHKS Survey Data 2020-21

School Engagement & Supports

School Connectedness 58%
Monthly Absences (3+) 13%
Caring Adult Relationships 58%
Facilities Upkeep 76%

School Safety

School safe or very safe 68%
Experienced Harassment/Bullying 18%
Rumors or lies spread about you 20%
Seen a weapon on campus 7%

Substance Abuse

Current alcohol or drug use 4%

Current vaping 1.5%

2019-20 Data Quest

Suspension Rate: 2.5%

Expulsion Rate: 0%

2018-19 CA Dashboard Data

Chronic Absenteeism Rate - 10.1%

2020-21 Attendance Data

SYSD 94.35%

La Mirada 92.81%
Ocean View Hills 95.90%
Smythe 92.73%
Sunset 94.38%
SYMS 94.06%
Vista Del Mar 97.09%
Willow 93.49%

CALPADS 14.1 Student Absenteeism (5/17/21)

Total : 8.13%

La Mirada: 17.33%
Ocean View Hills: 4.05%
San Ysidro Middle: 10.71%
Smythe: 12.85%
Sunset: 3.64%
Vista Del Mar: 4.36%
Willow: 9.38%

2020-21 FIT Report

100% of schools with rating of "good" or better - Facility Inspection Tool (FIT Report)

Insert CHKS Data here

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
School Climate: 2019-20 Data Quest Suspension Data	2019-20 Data Quest Suspension Rate: 2.5%	2020-21 Data Quest Suspension Rate: 0%	2023 Suspension Rate 2.5%		By June 2024, the suspension rate will have decreased and be at 1% or lower.
School Climate: PBIS Data - Referrals	Middle School Referral Data Baseline to be established during the 2021-22 school year with implementation of SWIS data collection system.	Middle School Referral Data Baseline to be established during the 2022-23 school year with implementation of SWIS data collection system.	SWIS System will be implemnted in 2023-2024 and discipline referrals will be monitored and analyzed by school PBIS Teams		By June 2024, the middle school referral data will decrease by 6% as measured by SWIS data collection system.
Pupil Engagement: CA Dashboard Chronic Absenteeism	2018-19 CA Dashboard Data Chronic Absenteeism Rate - 10.1%	2020-21 CA Dashboard Data (most recent data) Chronic Absenteeism Rate - 18.1%	Decrease of Chronically Absent Students By School (June 2022 to April 2023) La Mirada -9% Ocean View Hills -8% San Ysidro Middle -9% Smythe +4%		By June 2024, chronic absenteeism will decrease for all students, including SWD and McKinney Vento students, by 3% as measured by the CA Dashboard Chronic Absenteeism Rate.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
			Sunset -18% Vista del Mar Willow -8%		
Basic Services: Facility Inspection Tool (FIT Report)	100% of schools with rating of "good" or better - Facility Inspection Tool (FIT Report)	100% of schools with rating of "good" or better - Facility Inspection Tool (FIT Report)			Maintain 100% of schools with rating of "good" or better -FIT Report
School Climate: CHKS Survey	CHKS Survey Data 2020-21 School Engagement & Supports School Connectedness 58% Monthly Absences (3+) 13% Caring Adult Relationships 58% Facilities Upkeep 76% School Safety	CHKS Survey Data 2020-21 (No CHKS Survey Data in 2021-22, as it is only required every other year. School Engagement & Supports School Connectedness 58% Monthly Absences (3+) 13% Caring Adult Relationships 58% Facilities Upkeep 76% School Safety	CHKS Survey Data 2022-2023 School Engagement and Supports SchoolConnectedness 51% Monthly Absences (3+) 17% Caring Adult Relationships 57% Facilities Upkeep 75% School Safety		By June 2024, the data will improve for each area as indicated: School Engagement & Supports School Connectedness +6% Monthly Absences (3+) -3% Caring Adult Relationships +6% Facilities Upkeep +6% School Safety School safe or very safe +6%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	School safe or very safe 68% Experienced Harassment/Bullying 18% Rumors or lies spread about you 20% Seen a weapon on campus 7% Substance Abuse Current alcohol or drug use 4% Current vaping 1.5%	School safe or very safe 68% Experienced Harassment/Bullying 18% Rumors or lies spread about you 20% Seen a weapon on campus 7% Substance Abuse Current alcohol or drug use 4% Current vaping 1.5%	School Safe or very safe 51% Experienced Harassment/Bullying 13% Ruor or lies spread about you 14/% Seen a weapon on campus 7% Substance Abuse Current alcohol or drug use 5% Current vaping 2%		Experienced Harassment/Bullying -6% Rumors or lies spread about you -6% Seen a weapon on campus -2% Substance Abuse Current alcohol or drug use - 4% Current vaping -1.5%
Pupil Engagement: LEA Attendance Data	2020-21 Attendance Data SYSD 94.35% La Mirada 92.81% Ocean View Hills 95.90% Smythe 92.73% Sunset 94.38% SYMS 94.06%	2021-22 Attendance Data SYSD Total: 89.83% La Mirada: 90.33% OVHS: 91.45% Smythe: 87.67% Sunset: 88.73% SYMS: 89.37% VDM: 93.02% Willow: 88.29%	2022-2023 Attendance Data SYSD Total La Mirada OVHS Smythe Sunset SYMS VDM Willow		By June 2024, the local attendance data will indicate a 1.5% increase as measured by our LEA data tracker.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Vista Del Mar 97.09% Willow 93.49%				
Pupil Engagement: CALPADS 14.1 Student Absenteeism Snapshot (5/17/21)	CALPADS 14.1 Student Absenteeism Snapshot (5/17/21) Total : 8.13% La Mirada: 17.33% Ocean View Hills: 4.05% San Ysidro Middle: 10.71% Smythe: 12.85% Sunset: 3.64% Vista Del Mar: 4.36% Willow: 9.38%	CALPADS 14.1 Student Absenteeism Snapshot *Not available until June 30, 2022* Will discontinue this metric as Chronic Absenteeism Data is now available 2020-21 CA Dashboard Data Chronic Absenteeism Rate - 18.1%	Chronic Absenteeism/California Dashboard 33%		By June 2024, all schools will show a decline in Chronic Absenteeism Rates of 1.5% as measured by CALPADS 14.1 Student Absenteeism Snapshot.
Pupil Engagement Middle School Dropout Rates	Middle School Dropout Rates CALPADS 1.14 Dropout Counts	Middle School Dropout Rates CALPADS 1.14 Dropout Counts	Middle School Dropout Rates CALPADS 1:15 Dropout Counts		By June 2024, all schools will show a decline in Middle School Dropout Rates of 6 students total.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CALPADS 1.14 Dropout Counts	Total: 23 San Ysidro Middle: 18 Vista Del Mar: 5	Total: 18 San Ysidro Middle: 13 Vista Del Mar: 5	Total San Ysidro Middle Vista del Mar		
School Climate: 2019-20 Data Quest: Expulsion Rate	2019-20 Data Quest: Expulsion Rate: 0%	2020-21 Data Quest: Expulsion Rate: 0%	2020-2021 Data Quest Explusion Rate 0%		By June 2024, the expulsion rate will remain at 0%.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	MOTF personnel, transportation, materials and supplies, contracted services, and utilities.	Maximize use of personnel to ensure student safety & access to equitable environment.	$8,087,846.00	Yes
3.2	Implement LRMFP	DISCONTINUED: Not an action, but cannot be deleted as it will change the numbering, completed in 20-21		
3.3	Middle School Associated Student Body	Business services continues to support Associated Student Body (ASB) at the middle schools with the fiscal aspects of running the ASB to support all students including unduplicated students with building skills and access to services provided by the ASB.	$2,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.4	Safety Plans	Review and revise safety plans for district and site needs, as well as to remain compliant with state and county regulations.	$0.00	No
3.5	Campus Security & Campus Aides	Each campus will have support maintaining site safety and supervision through the continued employment of campus security to support a safe and welcoming school environment for all students including unduplicated students through the implementation of PBIS and Restorative Justice practices throughout the campus.	$1,480,222.00	Yes
3.6	Visitor Management Software	The district will continue with the implementation of the the RAPTOR visitor system with installation, professional development, and implementation to increase security and safety on all campuses for the wellbeing of all students including unduplicated students.	$10,000.00	Yes
3.7	Professional Learning (Classified & Certificated)	The district will continue to engage all staff with professional learning and implementation supports in the areas of Restorative Practices Positive Behavior Intervention Supports (PBIS) to develop safety, security, and school connectedness for all students including unduplicated students. (Support provided through District Attorney/SDCOE at not cost to LEA)	$0.00	Yes
3.8	Enrichment opportunities & Expanded Learning Programs	Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year. Increase the instructional day to expand opportunities for student to accelerate learning through targeted intervention and enrichment	$6,500,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		opportunities to support student engagement and school connectedness for all students including unduplicated students. (See Goal/Action #s for funding: #s 1.3; 1.13; 1.18)		
3.9	Attendance Initiatives	Continue to employ Outreach Consultants, to support the implementation of Attendance Initiatives, including "Two is Too Many", Attendance Recovery Programs, supports for families, and Attendance Student Study Teams (A-SSTs) as part of a multitiered approach to attendance and wellbeing to support all students with a trauma informed approach including unduplicated students.	$614,290.00	Yes
3.10	Director of Educational Services	Employ Director of Educational Services to support, ASES/21st century programs, ELO-P and Pathways Enrichment Program and leverage community partnerships to increase student academic achievement and social emotional wellbeing for all students including unduplicated students.	$56,425.00	Yes
3.11	Mental Health Supports	Staff to support social emotional supports and wellbeing through a multitiered system of supports that focuses on universal access to social emotional learning. The increased staff will support staff in building capacity in the area of social emotional wellbeing, as well supporting students in need of Tier 2 and Tier 3 supports.	$850,244.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.12	Data Driven Systems: Chronic Absenteeism: SDCOE-iCan	Engage site teams and a district team in the (Improving Chronic Absenteeism Network) iCan through the SDCOE to support system alignment and consistency to support best outcomes for unduplicated students and students with disabilities. (iCAN Network participation supported through collaboration with SDCOE to support DA status)	$0.00	Yes
3.13	Data Driven Systems: Chronic Absenteeism: A-SSTs	Continue to implement the Attendance Student Study Teams (A-SSTs) to include trauma informed support with an eye on early identification of students who are at risk for becoming chronically absent to include training and support for staff for staff to support families and follow up with them to prevent all students, including unduplicated students, homeless students, and students with disabililties from becoming chronically absent (See Goal/Action #s for funding: #s 1.3; 2.9; 2.12)	$0.00	Yes
3.14	Additional Maintenance and Operations staff (2 FTEs)	Provide additional staff above ratio to ensure maintenance of facilities to ensure safety and access to all students including unduplicated students at each of our school sites.	$185,800.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

No changes made for metrics, desired outcomes, or actions. Comprehensive needs assessments and data analysis suggests that resources are allocated appropriately

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Goal/Action 3.6: Not implemented
Goal/Action 3.8: Under ELOP, first year of program implementation. The district will continue to evaluate and survey the needs of our student population.
Goal/Action 3.11: 1 FTE Lead Psychologist promoted to Coordinator of Student Services

An explanation of how effective the specific actions were in making progress toward the goal.

Thre has been a reductoin in chronic absenteeism in 6/7 district schools.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no substantive differences in planned actions and actual implementation as a result of examining metrics, desired outcomes, and allocation of resources.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

An explanation of why the LEA has developed this goal.

The San Ysidro School District has identified the necessity to implement strategies to support the emotional well being of our students through observational data, as well as survey data, referrals for behavioral/mental health supports, and through direct input from stakeholders who identified an increased need for student in the area of mental health. This need was one of the top areas of need identified by stakeholders and we believe is crucial for our unduplicated students to support their success in school and in their community.

CHKS Survey Data 2020-21

Social & Emotional Health

Social emotional distress 24%
Experienced chronic sadness /hopelessness 36%
Considered suicide 14%
Self-Efficacy 68%
Self Awareness 65%
Problem Solving 48%
Optimism 58%
Gratitude 68%

2019-20 Data Quest

Suspension Rate: 2.5%

2018-19 CA Dashboard Data

Chronic Absenteeism Rate - 10.1%

2020-21 Attendance Data

SYSD Total : 94.35%

La Mirada 92.81%
Ocean View Hills 95.90%
Smythe 92.73%
Sunset 94.38%
SYMS 94.06%
Vista Del Mar 97.09%
Willow 93.49%

CALPADS 14.1
Chronic Absenteeism Snapshot (5/17/21)

SYSD Total : 8.13%

La Mirada: 17.33%
Ocean View Hills: 4.05%
San Ysidro Middle: 10.71%
Smythe: 12.85%
Sunset: 3.64%
Vista Del Mar: 4.36%
Willow: 9.38%

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
School Climate: CHKS Survey Data 2020-21	CHKS Survey Data 2020-21 Social & Emotional Health	CHKS Survey Data 2020-21 (No CHKS Survey Data in 2021-22, as it is only required every other year.	CHKS Data 2022-2023 Social Emotional Halth		By June 2024, the CHKS survey data will show Social & Emotional Health

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Social emotional distress 24% Experienced chronic sadness /hopelessness 36% Considered suicide 14% Self-Efficacy 68% Self Awareness 65% Problem Solving 48% Optimism 58% Gratitude 68%	Social & Emotional Health Social emotional distress 24% Experienced chronic sadness /hopelessness 36% Considered suicide 14% Self-Efficacy 68% Self Awareness 65% Problem Solving 48% Optimism 58% Gratitude 68%	Social Emotional distress Experienced chronic sadness/hoplessness Considered suicide Self-Efficacy Self Awarness Problem Solving Optimism Gratitude		Social emotional distress -6% Experienced chronic sadness/ hopelessness -6% Considered suicide -6% Self-Efficacy +6% Self Awareness +6% Problem Solving +6% Optimism +6% Gratitude +6%
School Climate Universal Screener	The baseline data for the Universal Screener data will be established during the 2020-21 school year.	The Universal Screener has been purchased. The program will be implemented in 2022-23 school year. Baseline data will be established in 2022-23	2022-2023 Universal Screener given in winter and spring Baseline Data: 69% tier one- 1831 students 26% tier two- 671 students 5% tier three- 138 students		By June 2024, the Universal Screener data will show a decrease in the number of students indicated for Tier 2 & Tier 3 supports by 1/6 of the baseline data respectively.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Mental Health/Social Emotional Well Being Threat Assessments & Suicide Risk Assessments	New Metric for 21-22, Baseline set in Year 1	2021-22 Threat Assessments (YTD 05.23.2022) SYSD Total: 20 La Mirada: 0 OVHS: 2 Smythe: 0 Sunset: 3 Willow: 6 SYMS: 8 VDM: 1 2021- 22 Suicide Risk Assessments (YTD 05.23.2022) SYSD Total: 81 La Mirada: 6 OVHS: 7 Smythe: 23 Sunset: 3 Willow: 15 SYMS: 19 VDM: 8	2022-2023 Threat Assessments SYSD Total La Mirada OVHS Smythe Sunset Willow SYMS VDM 2021-2022 Suicide Risk Assessments SYSD Total La Mirada OVHS Smythe Sunset Willow SYMS VDM		By June 2024, the Threat Assessment Data will show SYSD Total: 11 (-9) By June 2024, the Suicide Risk Assessment Data will show: SYSD Total: 65 (-16)
Pupil Engagement: CA Dashboard Data: Chronic Absenteeism Rate	2018-19 CA Dashboard Data Chronic Absenteeism Rate - 10.1%	2020-21CA Data Quest Chronic Absenteeism Rate - 18.1%	2022-2023 Chronic Absenteeism Rate 32%		By June 2024, chronic absenteeism will decrease for all students, including SWD and McKinney

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					Vento students, by 3% as measured by the CA Dashboard Chronic Absenteeism Rate.
Pupil Engagement: LEA Attendance Rates	2020-21 Attendance Data SYSD Total : 94.35% La Mirada 92.81% Ocean View Hills 95.90% Smythe 92.73% Sunset 94.38% SYMS 94.06% Vista Del Mar 97.09% Willow 93.49%	2021-22 Attendance Data SYSD Total: 89.83% La Mirada: 90.33% OVHS: 91.45% Smythe: 87.67% Sunset: 88.73% SYMS: 89.37% VDM: 93.02% Willow: 88.29%	2022-2023 Attemdance Data SYSD Total La Mirada OVHS Smythe Sunset SYMS VDM Willow		By June 2024, the local attendance data will indicate a 1.5% increase as measured by our LEA data tracker.
Pupil Engagement: CALPADS 14.1 Chronic Absenteeism Snapshot (5/17/21)	CALPADS 14.1 Chronic Absenteeism Snapshot (5/17/21) SYSD Total : 8.13%	CALPADS 14.1 Student Absenteeism Snapshot *Not available until June 30, 2022*			By June 2024, all schools will show a decline in Chronic Absenteeism Rates of 1.5% as measured by CALPADS 14.1

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	La Mirada: 17.33% Ocean View Hills: 4.05% San Ysidro Middle: 10.71% Smythe: 12.85% Sunset: 3.64% Vista Del Mar: 4.36% Willow: 9.38%	Will discontinue this metric as Chronic Absenteeism Data is now available 2020-21 CA Dashboard Data Chronic Absenteeism Rate - 18.1%	2020-21 CA Dashboard Chronic Absenteeism Rate 28.1%		Student Absenteeism Snapshot.
School Climate 2019-20 Data Quest: Suspension Rate	2019-20 Data Quest Suspension Rate: 2.5%	2020-21 Data Quest Suspension Rate: 0%	2022-2023 Suspension Rate 2.5%		By June 2024, the suspension rate will have decreased and be at 1% or lower.
School Climate: 2019-20 Data Quest: Expulsion Rate	2019-20 Data Quest Expulsion Rate: 0%	2020-21 Data Quest Expulsion Rate: 0%	2022-2023 Expulsion Rate 0%		By June 2024, the expulsion rate will remain at 0%.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Mental Health Supports	Employ additional Social Workers on temporary contract to support the implementation of the multi tiered system of support for mental health through building capacity for Tier I interventions and engaging	$595,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		students who need additional supports in small group and/or 1:1 services to support all students including unduplicated students with social emotional well-being needs.		
4.2	Tiered Support System for SE Wellbeing	Implement a multitiered system of support to ensure that all students, including unduplicated students have the support that they need to ensure social emotional well being and resiliency. (See Goal/Action #s for funding: #s 1.3; 1.12; 3.11; 4.1; 4.4)	$20,000.00	Yes
4.3	Universal Screener	Purchase and implement a universal screener to monitor student needs, and increase response time for students who need various levels of tiered support for mental health issues to ensure that all student including unduplicated have interventions that are appropriate to their individual needs.	$63,000.00	Yes
4.4	Tier 1 Social Emotional Curriculum	Purchase supplemental curriculum and renew digital access to Tier 1 Second Step & Zones of Regulation to ensure all students have access to these materials. Purchase professional learning sessions and engage social workers in coaching teachers to implement the curriculum to support capacity building for Tier 1 supports are in place for all students including unduplicated students.	$16,500.00	Yes
4.5	Positive Behavior Intervention Support	Continue with the Implementation of PBIS at all school sites including ongoing professional development, supports with SWIS for monitoring and quarterly district meetings to monitor the implementation, supports, and next steps that are needed to ensure the development of improved school connectedness and social emotional development for all students including unduplicated students.	$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
		(Support provided by SELPA for Professional development and monitoring)		
4.6	Restorative Practices PD	Continue to engage classified and certificated staff in ongoing professional learning on restorative practices to ensure the development of improved school connectedness and social emotional development for all students including unduplicated students. (Professional learning services provided by the District Attorney's Office and SDCOE at no cost to the district)	$0.00	Yes
4.7	Trauma Informed PD	Provide trauma informed professional learning for all staff to ensure a deeper understanding of student/community needs to help build resiliency in our students by refining the lens of support to ensure the development of improved school connectedness and social emotional development for all students including unduplicated students. (See Goal/Action #s for funding: #s 1.3; 1.12; 3.11; 4.1; 4.3; 4.4)	$0.00	Yes
4.8	Wrap Around Services	Coordinator of Pupil Services will continue to work with the Outreach Consultants to take a trauma informed approach when supporting families/students with engagement and attendance issues to support the development of improved school connectedness and social emotional supports for all students including unduplicated students. (See Goal/Action #s for funding: #s 1.3; 1.19; 3.10; 3.11; 4.3; 4.4)	$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
4.9	Coordinator of Student Services	Employ Coordinator of Student Services to coordinate services that support student mental health needs and oversees the multi-tiered system of support for student mental health and well being.	$148,580.00	Yes
4.10	Behavior Specialist	Hire a behavior specialist to support the implementation of PBIS and student behavioral needs. To include Behavior Intervention Plans, Zones of Regulation, and strategies to support student needs and professional learning for staff working with all students including unduplicated students.	$205,000.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

During the implementation of the planned actions outlined in the SYSD LCAP, no substantive differences were identified between the planned actions and their actual implementation. The initiatives and strategies proposed in the LCAP were effectively carried out as intended, aligning with the goals and objectives established. We will engage in continuious progress monitoring.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Goal/Action 4.10: Unable to recruit; limited applicants

An explanation of how effective the specific actions were in making progress toward the goal.

All of the actions were effective in coordinating programming for student needs--noteworthy is the implementation of the Universal Screener

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

These changes to the planned goal, metrics, desired outcomes, and actions for the coming year reflect a commitment to continuously improve support for student emotional well-being. By leveraging lessons learned from prior practices, SYSD aims to create a more nurturing and responsive environment that prioritizes the mental health and emotional development of all students.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
5	Increase parent engagement, involvement, and satisfaction with the educational process annually.

An explanation of why the LEA has developed this goal.

Individual, group, and parent advisory committee feedback revealed that parents are satisfied with improvements in school-home communication, so we want to ensure that we maintain and refine this system. Additionally, we want to increase the effectiveness of parent learning opportunities so that we are able to develop learning opportunities for the needs of our families to support them in developing into educational partners in the educational process with the district.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Parent Engagement: Parent Workshops Offered	2019-20 Parent Educational Workshops District Office: 55 parent workshops 2020-21 Parent Educational Workshops District Office: 0 parent workshops (due to COVID-19 Closures)	2021-22 Parent Educational Workshops District Office: 0 parent workshops (due to COVID-19)	Parent Engagement California School Parent SurveyNew Metric: Positive Responses Parental Involvement 86% School Supports for Students 42% Fairness, Rule Clarity, and Respect for Diversity 86% Substance Use, School Disorder, and Bullying 50% Facilities 89%		By 2024, SYSD will increase the number of workshops and opportunities for parents to engage in learning by 15%.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
School Community Events	New Metric for 2021-22 Baseline to be set in 2022-23	2021-22 3 School Community Events • Military Families Resource Fair • McKinney Vento School Resource Fair • STEM Fair 1st outcome for goal will be 2022-23	2022-2023 School Community Events Military Family Resource Fair McKinney Vento Resource Fair STEM/Sci/Phy Fair		By 2024, SYSD will increase the number of School Community events to 7 to give our families more opportunities to receive information on supports and engage in positive school related activities building stronger home school connection and opportunities for parent engagement.
Parent Engagement: Parent Workshops Targeted Topics	2020-21 Targeted Parent Workshops 8 Special Education Targeted Parent Workshops (4 SELPA & 4 Local) 0 Targeted Workshops for all other Groups	2021-22 Targeted Parent Workshops 14 Special Education Targeted Parent Workshops (4 SELPA & 10 Local) 3 English Learner Parent Workshops 7 Mental Health Workshops Series (1 per school site)	2022-23 Total District Workshops 27 Internet Safety Self Image Literacy Foundations Sexual Abuse Mental Healh MTSS Academic and Social Emotional Tiers Math Nights		By 2024, SYSD will provide access to workshops 3x annually targeting families of a variety of student groups, including English learners, students with disabilities, military families, foster families and families experiencing homelessness.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Parent Engagement: Parent Participation in LEA Plan	2020-21 LCAP Involvement 7 Community Feedback Session (1 at each school site) DPAC/DELAC Feedback Session Stakeholder Survey = 185 respondents	2021-22 LCAP Involvement 7 Community Feedback Session (1 at each school site) DPAC/DELAC Feedback Session Educational Partners Survey = 333 respondents	2022-2023 LCAP Involvment DPAC/DELAC Feedback Session Educational Partners Survey Responses		By 2024, SYSD will increase parent engagement in the LEA Plan through increased participation in the LCAP feedback process as measured by respondents to stakeholder surveys to increase by 50%. By 2024, SYSD will maintain 7 community feedback sessions and 1 DPAC/DELAC feedback session to inform the LCAP
Parent Engagement: Parent Conference Attendance	New Metric for 2021-22 Baseline to be set in 2022-23	New Metric for 2021-22 Baseline to be set in 2022-23	Parent Conference Attendance 80% from CSPS Report		By 2024, SYSD will increase the number of parents attending parent conferences by 25%.
Parent Engagement: Back to School Night Attendance	New Metric for 2021-22 Baseline to be set in 2022-23	New Metric for 2021-22 Baseline to be set in 2022-23			By 2024, SYSD will increase the number of parents attending parent conferences by 25%.
Parent Engagement:	New Metric for 2021-22	New Metric for 2021-22			By 2024, SYSD will increase the number of parents attending

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Open House Attendance	Baseline to be set in 2022-23	Baseline to be set in 2022-23			parent conferences by 25%.

Actions

Action #	Title	Description	Total Funds	Contributing
5.1	Parent Center	Continue to support the Parent Community Center located at the district office.	$0.00	No
5.2	Parent Participation	Provide parents with opportunities to provide input on decisions through involvement on site and district committees.	$0.00	No
5.3	Parent Learning Opportunities	Parent PD: 1. Learn about Educational System 2. Group specific learning opportunities (ELs, SWDs, Military, Foster families, etc.)	$14,437.00	Yes
5.4	Parent Communication	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.	$0.00	No
5.5	District Translators	Interpreters to provide translation/interpretation services throughout the district.	$276,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
5.6	Coordinator of Public Relations and Community Services	Continue to employ a Coordinator of Public Relations and Community Services to support the coordination of parent engagement, communication, and access for all families.	$100,000.00	Yes
5.7	School Community Events	Create opportunities that provide families/students to engage in positive academic and service opportunities at schools to increase satisfaction with educational system and supports to families. (eg. STEM Fair, Military Families Fair, Resource Fair)	$5,000.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

No substantive differences were identified between the planned actions and their actual implementation. The initiatives and strategies proposed in the LCAP were effectively carried out as intended, aligning with the goals and objectives established. for parent engagement

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Goal/Action 5.3: Professional development provided in-house and therefore less costs.
Goal/Action 5.5: Increase in salary and benefits

An explanation of how effective the specific actions were in making progress toward the goal.

Data analyisis suggests that more parents are finding ways to become involved in school. Several relationship change methods were implemented--empathy interviews, virtual meetings, and bringing more guest speakers to the Coffee with the principals. Attendance at these events have increased

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

These changes to the planned goal, metrics, desired outcomes, and actions for the coming year reflect a commitment to strengthening parent engagement and collaboration. By reflecting on past practices and incorporating new strategies, SYSD aims to create a supportive and inclusive partnership between parents and the school,. The implementation of the

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
$14,690,526	1,769,578

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
34.66%	0.00%	$0.00	34.66%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Looking at all actions that have a why--important to have in this section. Why and school and district wide How did we arrive to this conclusion that we need increase or improvement in services. During the 2022-2023 school year, actions and services will continue, to be enhanced, and principally directed to support the success of unduplicated students (low income, foster youth/homeless, and English learners) at all school sites. Due to an unduplicated count of 85%, the San Ysidro School District (SYSD) believes providing these services LEA-wide is the most effective use of funds to meet the district's goals for unduplicated pupils in the state priority areas, as all actions and services are directed to serve unduplicated student groups and benefit other student groups as well.

1.How did you determine that you need action?

2. How do you know the action that you took is the most efficient way?

3. HOw do you know that this is the most effective Clearninghouse says so

4. How are you going to measure it?

Needs/address/effective?

Goal 1: Student Achievement

The San Ysidro School District has developed this goal after analyzing dashboard and internal data to ensure that we are continuing to focus on student achievement, but also to make sure that we are focused on accelerating learning increases for student groups who have an achievement gaps in relation to their peers, as identified through California Dashboard data local assessment data. Based on the following data we have determined that we need to focus on English learners and students with disabilities to accelerate their learning and support them in closing the achievement gap. This goal and the focus on the supporting students who need extra support to bridge an academic gap was a direct result of input from our educational partners that focused on the need for intervention support strategies to be available to students to support their unique learning needs.

To increase student achievement, Common Core State Standards (CCSS) must be fully implemented. To support the implementation of CCSS in each grade level, SYSD will continue to implement and refine a cycle of continuous improvement that includes weekly time for data analysis of LEA common assessment data to drive instruction practice including backwards mapping the standards for instruction, instructional planning, and identification of evidence based instructional practices. This goal was developed based on achievement data that indicated the need to focus on unduplicated students and students with disabilities to accelerate their learning and support them in closing the achievement gap. This goal and the focus on the supporting students who need extra support to bridge an academic gap was a direct result of stakeholder input that focused on the need for intervention support strategies to be available to students to support their unique learning needs. This data serves to drive instructional supports and professional learning to improve instructional practice and content knowledge for teachers, as a direct result of this need and educational partner input the district will allocate 3 additional professional development days for all certificated teachers (Goal 1, Action 25)

The expenditures delineated for curriculum alignment entails providing enrichment (Science/Physical Education teams) to students so that teachers have time to disaggregate data and identify students in need of intervention which includes a large number of unduplicated students due to our high percentage rate of English Learners, homeless/foster youth, low income students, and students with disabilities (Goal 1; Action 5). SYSD will employ six resource teachers to serve as liaisons between the district and its schools (Goal 1; Action 8). They will provide support to site administration in the areas of curriculum, professional development, and special programs. In addition, they will demonstrate lessons and innovative teacher strategies, and provide individualized assistance to support the success of unduplicated students district wide. As we continue our focus on increased student achievement and to improve instruction for our unduplicated students, SYSD will support professional development for instructional staff in the areas of ELA, ELD, and math to address the achievement gap for unduplicated students.

With a focus on college and career readiness, the middle schools will continue to offer electives and programs such as AVID, Spanish, and Computer Science (PLTW) (Goal 1; Action 6). To support academic achievement for unduplicated students, supplemental programs and

resources will be provided in core content areas (Goal 1; Action 14). Summer interventions and enrichment programs will be offered as well with the goal of closing the achievement gap for at--risk students (Goal 1, Action 18), and class size reduction in grades K--3 will continue throughout the district (Goal 1, Action 24). SYSD is committed to providing our students with Expanded Learning Opportunities through our intersession programs, which provides our unduplicated students with access to enrichment opportunities and supports during the summer and other intersession periods (Action 1.20); this action is a direct result of input from our educational partners. PTLW will be implmented in the 2023-2024 schoo year

This year, the San Ysidro School District continues to move forward with technology by improving services district--wide and providing professional development in digital literacy and digital citizenship (Goal 1, Action 1) to prepare at--risk students for 21st Century learning. This will especially benefit low income students who may not have access to technology at home, and although we have made great strides in bridging the digital divide over the past year a continued emphasis on this action will remain in order to maintain these supports for our unduplicated students (Goal 1, Action 1)

SYSD will continue to have a dual language program (Goal 1, Action 23) to support the needs of all of emergent bilinguals including our unduplicated students, this action is directly related to support from our educational partners for strategies to support English learners. Selected elementary schools with needs based on student enrollment and/or unduplicated counts will will have additional administrative personnel to support the implementation of data review sessions to monitor student progress and evaluate the effectiveness of instructional programs at the site and district level to ensure equity for unduplicated students (Goal 1, Action 12). The Dual Language Immersion Program will undergo a year of study in order to align with best practices and to keep current with language acquisition/applied linguistics research

Goal 2: English Language and Academic Language Development

English Learners make up 57% of the SYSD's student population. English learners have integrated and designated ELD as part of the core instructional program. The San Ysidro School District has developed this goal after analyzing dashboard and internal data to ensure that we are focusing on the annual progress of all English Learners, due to the fact that our data indicates that our students who successfully reclassify demonstrate the highest rates of academic success in the district, as identified through California Dashboard and local assessment data. Based on the following data we have determined that we need to focus on English learners, including dually classified students(students who are eligible for both special education and English learner services) to ensure that the language acquisition supports are supporting annual progress goals and reclassification of all English learners in 5 years or less. This goal and the focus on the supporting students improve with English and academic language development was a direct result of stakeholder input that focused on the need for

supporting students with English language development through intervention support strategies to be available to students to support their English skills.

To support English learners with academic achievement and annual progress towards reclassification, the San Ysidro School District, will revise the EL Master Plan to support an assets based approach based on the CA EL Roadmap to English learner services and supports (Goal 2; Action 1). The implementation of the plan will be supported through the continued monitoring of student Common Assessment Data to determine interventions for English learners with the help of Resource Teachers, Data Support Specialists, and Testing Assistants who will support administrators and teachers with student placement in designated ELD groups and progress monitoring (Goal 2; Action 2 & 6). Professional learning to support instruction in the area of language acquisition and English language development will be provided to instructional staff and administration (Goal 2; Action 7, 8 & 9) and supported by instructional coaching, including guided planning lesson modeling and data review to positively impact English learners and unduplicated students with academic language development (Goal 2; Actions 4 & 5). In order to further support the different typologies of language learners and positively impact all students including unduplicated students, the district will use supplemental academic and English language development curriculum to including Educational Technology products to provide supplemental direct instruction to all students including English learners. (Goal 2, Action 10).

Goal 3: Student Engagement and School Climate

Through an analysis of data listed below the San Ysidro School District has determined the need to continue to focus on student engagement through the lens of attendance, chronic absenteeism, and suspension rates. The district believes that student engagement and school climate are an integral part of academic success, and as such have taken stakeholder input on the topic of supporting students and providing enrichment opportunities to focus on a goal that will support students to feel more connected and engaged in their education. Research shows that students who are low income, English Learners or foster youth benefit greatly from social emotional supports and therefore the district has designed actions and services to promote student safety and social emotional supports for unduplicated students to support academic progress and student engagement.

With this in mind, the district employs Outreach Consultants (Goal 3; Action 9) to support students with attendance through a trauma informed approach to ensure that students feel support and connected to the school community. Additionally, our Director of Educations Services (Goal 3, Action 10) works to coordinate supports through community partnerships (Promise Neighborhoods, SBCS, etc.) and bring academic supports and enrichment to our school sites through ASES and summer enrichment programs (Goal 3, Action 8). Our Coordinator of Pupil Services (Goal 1, Action 19) collaborates to improve services and to guide the most at risk students that need intensive interventions such as low income, English Learners and foster youth/homeless. We also employ a social worker and school psychologists to provide additional services in the area of mental health (Goal 3, Action 11). Our business department provides support to our middle schools with the

fiscal aspects of running the Associated Student Body (ASB) (Goal 3, Action 3) to ensure that all of our students including our unduplicated students have access to improved school climate and increased engagement through the activities supported by the ASB.

To improve school climate, district and site staff will continue to participate in professional development to support a positive academic school environment focused on Positive Behavior Intervention Strategies and Restorative Practices (Goal 3; Action 7). Students will be provided with enrichment opportunities to include extended year educational experiences, field trips, and activities (Goal 2; Action 8) to support learning. The Coordinator of Full Service Community Schools and ASES will support site ASES programs and expand the current Pathways program with additional enrichment opportunities in sports, visual and performing arts (VAPA) and STEAM (Goal 2; Action 10) to provide increased opportunities for unduplicated students to engage in enriching activities in a safe after school environment. The San Ysidro School District has determined the need for additional maintenance staff ensures that buildings are well maintained on a regular and frequent basis (Goal 3, Action 14) in order to ensure the maintenance of a safe environment at school sites for all students including unduplicated students. The unduplicated students are always considered first since the unduplicated students make up 85% of our student population.

This continued focus on school safety due to increased criminal activity in the community and safety concerns, the district has taken several measures to increase student safety which will support unduplicated students by improving school climate; which based on research greatly benefits unduplicated students in bridging academic gaps and increasing student engagement. With this in mind, the district maximizes the use of personnel to ensure student safety & access to an equitable learning environment (Goal 3, Action 1). This focus has also prompted the revision of comprehensive safety plans, the implementation of restorative practices, the employment campus security personnel at various school sites (Goal 3; Action 5), as well as the implementation of visitor management software and an upgraded communication system which will be fully implemented to increase the level of safety at all school sites with the goal of providing an added layer of safety for students (Goal 3; Action 6). The San Ysidro School District is moving into year five of our "Two Is Too Many" attendance campaign (Goal 3; Action 9) and will participate in the Impacting Chronic Absenteeism Network (iCan) (Goal 3, Action 12) to further increase attendance and student achievement through consistently aligned systems to support the best outcomes for unduplicated students and students with disabilities throughout the district. This work on attendance supports a multi-tiered system of support to include trauma informed support with an eye on early identification of students who are at risk for becoming chronically absent. This work includes but it not limited to the training and support of staff to support families and follow up with them to prevent all students, including unduplicated students, homeless students, and students with disabilities from becoming chronically absent (Goal 3, Action 13). All of these actions and services are being put into place based on research that shows that providing a positive school environment provides the opportunity for unduplicated students to thrive academically.

Goal 4: Social Emotional Wellbeing and Mental Health

The San Ysidro School District has identified the necessity to implement strategies to support the emotional well being of our students through observational data, as well as survey data, referrals for behavioral/mental health supports, and through direct input from stakeholders who identified an increased need for students in the area of mental health. This need was further exacerbated by the impacts of

COVID-19 and pandemic related trauma in our community. The 2021-22 school year marked the first year since we experienced school closures due to the COVID-19 pandemic that 96% of our students attended school in person for the entire school year. As we approached the school year, we knew that social emotional well being and mental health would be a need for all of our students, particularly our unduplicated students who are our most vulnerable student populations. Due to a year of increased need as exemplified by data and educational partner feedback, we will continue to support the additional mental health supports that we have in place for 2021-22 and increase services through partnerships and grant funding.

The district has determined that the implementation of a multi tiered system of support (Goal 4; Action 2) will best support students to ensure that our unduplicated students have access to the supports that they need to build social emotional wellbeing and resiliency which is essential for them to thrive academically. SYSD will purchase a Universal Screener for Social Emotional Wellbeing to support with the early identification of students who need specific mental health supports (Goal 4, Action 3). In order to support the Multi-Tiered system, we will continue to train our staff on Restorative Practices and Social Emotional Learning (Goal 4; Actions 4, 5, & 6) in order for unduplicated students to have Tier 1 supports from all staff. Additionally, we will employ temporary social workers to support staff in building capacity for Tier 1 SEL supports and supporting students who need Tier 2 & Tier 3 supports, such as group or 1:1 counseling (Goal 4; Action 1). Students will also be supported through the Multi-Tiered System of Support for Student Engagement that will work to bring wrap around services and full community school services through community partnerships to our students with the support of a Coordinator of Student Services, Coordinator of Pupil Services, and Outreach Consultants (Goal 4; Action 7, 8 & 9). The Coordinator of Student Services (Goal 4, Action 9) and Behavior Specialist (Goal 4, Action10) will work together to support student behavioral needs through the coordination and support of PBIS at all school sites, as well as through a multitiered system of supports to include Restorative Practices, Zones of Regulation, and Behavior Intervention Plans as necessary to support student social emotional well being.

These supports are essential to improve outcomes for our unduplicated students and support them as they build resiliency in a trauma informed environment with a focus on the importance of the necessity of supporting mental health needs and building social emotional intelligence for our students to have meaningful access.

Goal 5: Parent Engagement

Individual, group, and parent advisory committee feedback revealed that parents are satisfied with improvements in school-home communication, so we want to ensure that we maintain and refine this system. Additionally, we want to increase the effectiveness of parent learning opportunities so that we are able to develop learning opportunities for the needs of our families to support them in developing into educational partners in the educational process with the district.

To increase parent engagement, the district continues to develop services to provide parents with opportunities for professional development and learning, with a focus on meeting the needs of our unduplicated families through workshops that are specific to their needs (Goal 5,

Action 3). The district employs translators/interpreters to ensure an all parents' voices are heard and that parents of unduplicated students have access to materials in their home language (Goal 5, Action 5). The Coordinator of Public Relations and Community Services is tasked with developing programs and services for parents as well as communicating district and school events and activities (Goal 5, Action 6). The district will also be focused on creating school/community events that draw families into the schools to engage in positive school activities in order to develop a stronger sense of school connectedness, with our students and families. (Goal 5, Action 7).

Identified actions/services were suggested, discussed, and analyzed for need during the development of the LCAP with various stakeholder groups. These meetings focused on building on success by focusing was on what worked, what areas we needed refinement, and what additional actions/services need to be offered to support our students. Administration reviewed the recommendations and selected the expenditures that will make a difference in closing the achievement gap. As noted in this justification, the San Ysidro School District is allocating a significant amount of the LCFF funds to building the capacity of the staff to work with unduplicated students (low income, foster youth/homeless, and English Learners). What we hope to achieve is to have all of our unduplicated students ---in schools with large concentrations of low income, foster youth/homeless, and English Learners and schools with small numbers--- be successful and their parents feel connected to our schools. We believe the expenditures defined in this document continue to provide the most effective use of funds to meet the needs of unduplicated pupils in the state priority areas. SYSD will continue with the current evaluation process reviewing student achievement data, parent surveys, and staff surveys to determine the effectiveness of these strategies/expenditures at the end of the year through a needs assessment grounded in data. At that time, strategies and budgets will be aligned/modified/supplemented to ensure maximum support in meeting the needs of unduplicated students (low income, foster youth, and English Learners).Behavior Specialist will work together to support the implementation of Positive Behavior Intervention Supports throughout the district to provide behavioral supports for students and training for staff to serve the needs of unduplicated students (low income, foster youth, and English Learners) which will in turn support positive gains in academic and mental health for out students.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

During the 2023-2024 school year, actions and services will continue, to be enhanced, and principally directed to support the success of students (low income, foster youth/unhoused and English learners) at all school sites. The SYSD has an unduplicated pupil count of 85%, and as such provides services LEA-wide to most effectively use of funds to meet the district's goals for unduplicated pupils in the state priority areas, as all actions and services are directed to serve unduplicated student groups and benefit other student groups as well. This allows for cohesion across the district of services principally aimed at benefiting unduplicated pupils.

The district focuses on a system of continuous improvement to ensure that all unduplicated students are accessing an instructionally rigorous program based on the CCSS. This an ongoing goal from the last 2017-2020 LCAP cycle under student achievement. Under this system, as a district we realized an increase of 7% in ELA and 9% in Math on State Assessments. On the LEA Common Assessments for the 2021-22 school year we saw an increase of 8% in ELA. The data also indicated an achievement gap for unduplicated students that we will focus on eliminating through a focus on bridging the achievement gap through refinement and implement support for our system of continuous improvement designed to support students with Tier 1 and Tier 2 embedded systems and data monitoring on a 6 week cycle to ensure timely monitoring of student data which ensures the ability to use data to drive instructional practices that are supportive of student needs and meaningful access. To that end the district uses data reflection sessions which provide teachers and administrators the opportunity to analyze student assessment data on LEA common assessments and to monitor the academic achievement of all students including unduplicated students and student with disabilities in order to plan for differentiated instruction in support of all students. Students are provided instructional enrichment with SPARKs Physical Education, Project Lead the Way (PLTW) STEM modules, social emotional learning, all with embedded language development during the data reflection and professional learning communities that are focused on student data monitoring and planning to accelerate learning for all students including unduplicated students and students with disabilities. (Goal 1; Action 5, 21, & 22) This model is further supported by the employment of Resource Teachers who work to build and support the instructional system through professional learning and implementation support for instructional staff, as well as through support for data monitoring. (Goal 1 Action 8, & 15). This system also provides for a district level review of disaggregated data to analyze the system as a whole, identify trends, and provide professional learning for administration centered on data driven systems and leading improvement of instructional practices to positively impact outcomes for unduplicated students. (Goal 1; Actions 7, 9,10, 11 & 16). Using data to identify instructional needs and supports SYSD, supplemental materials will be identified and to support unduplicated students including unduplicated students who are dually identified (Goal 1; Action 16 & 10) Additionally, SYSD has identified the need for unduplicated students to have increased instructional supports to accelerate learning and close the achievement gap, to that end SYSD has identified strategies to increase instructional supports including Intervention Support Teachers, Paraprofessionals, and academic intervention programs to support small group intervention and expanded learning opportunities through targeted interventions and enrichment (Goal 1; Action 13, 17 & 18) Additionally, SYSD will continue to provided expanded learning opportunities through summer intervention and enrichment programs. (Goal 1; Action 22) At our largest Elementary sites, it is necessary to provide additional Administrative staff to support the facilitation of these instructional practices and monitoring for the success of unduplicated pupils. (Goal 1; Action 13) The district employs a Coordinator of Pupil Services who serves as our McKinney Vento liaison and supports unduplicated students with their families needs to provide students with a stable environment, and increase opportunities for student achievement and success for unduplicated students. (Goal 1; Action 19) These actions work together to allow for the continual monitoring and analysis of unduplicated students, so that instructional supports and interventions can be incorporated in a timely fashion based on data that is monitored to determine progress towards the goal of student achievement.

In order to identify and implement evidence based best instructional practices that will support the reduction of the achievement gap, SYSD will engage in professional learning for all instructional and administrative staff to support the goals of language acquisition for English learners and all unduplicated pupils. This professional learning will be focused on instructional best practices for language acquisition for all learners including English learners; along with the instructional practices the district will use Resource Teachers and Intervention Support teachers to support the implementation of these practices through planning, coaching, and modeling (Goal 2: Action 3, 4, 5, 7, & 8) Additionally, district and site administrators will engage in professional learning to support instructional leadership and the implementation of evidence based best practices to positively impact academic outcomes for English learners, through data analysis, classroom walks, and

effective student grouping strategies (Goal 2; Action 5, 6, 7 & 8) The focus on language acquisition will support unduplicated students with access to core curriculum that is rigorous and standards based. The actions under this goal will be monitored through disaggregated data reflection sessions to assess the impact of these additional supports on student outcomes in the areas of CCSS Local Common Assessments and annual growth on the ELPI to determine the annual progress of English learners towards language acquisition goals. Given, the exceptional outcomes for Reclassified English learners, we believe that the implementation and monitoring of these focused instructional practices will benefit all learners and support the shrinking of the achievement gap for unduplicated students.

The district believes that student engagement and school climate are an integral part of academic success, and as such have taken educational partner input on the topic of supporting students and providing enrichment opportunities to focus on a goal that will support students to feel more connected and engaged in their education. Research shows that students who are low income, English Learners or foster youth benefit greatly from social emotional supports and therefore the district has designed actions and services to promote student safety and social emotional supports for unduplicated students to support academic progress and student engagement. For that reason, one of the district's top priorities is student safety, for all students including unduplicated students. To the end the district has identified the need to continue to employ campus security staff at school sites and visitor software due to increased security needs and safety concerns driven by increased criminal activity in the area to support the districts continual focus on school safety. (Goal 3; Action 5 & 6)

SYSD prioritizes student engagement and school connectedness. As such, the district has engaged staff in professional learning on Restorative Justice practices and Positive Behavior Intervention Supports to ensure that the district is building systems of support for unduplicated pupils that encompass academic, safety, and well being. (Goal 3; Action 7 & 11). To ensure that unduplicated pupils are engaged in school and attending school regularly the district will continue to focus on attendance initiatives such as "Two is Too Many" , Attendance Recovery, and wrap around supports through our multitiered system of support and increased training and support for trauma informed practices to support student and families by meeting the needs most associated with a socio-economically disadvantaged status, we anticipate the attendance rates will improve for unduplicated students more than other student groups. (Goal 3; Action 9 & 10) The district monitors this data through the California Healthy Kids Survey, Suspension/Expulsion Data, and rates of absenteeism.

SYSD continues to focus on the social emotional well being of students through the implementation of mental health supports that are designed to support unduplicated students and provide access to these students to necessary supports that will impact their well being. These supports include the coordination of community partnerships through our Coordinator Full Community Services, Attendance, and Expanded Learning Programs to ensure that families are able to access services that will lead to increased academic achievement and social emotional well being for unduplicated students. These include the implementation of a Universal Screener to support the timely identification of students who may need intervention services (Goal 4; Action 3). Additionally, the district will enter it's second year of Social Emotional learning curriculum which supports all students and provided Tier 1 supports so that all unduplicated students have embedded supports (Goal 4; Action 4). To support our multi-tiered system of support the district will use social workers to support the needs of students who may need additional supports, as well as work in classrooms supporting the effective implementation of tier 1 social emotional and restorative practices in the classroom to further support unduplicated students social emotional well being. (Goal 4; Action 1) In order to monitor the effectiveness of the implementation of these practices, the district will monitor California Healthy Kids Survey, data related to behavioral incidents Suspension/Expulsion Data, and rates of absenteeism.

Parents and families serve as partners in the educational process for all students including unduplicated students. The district places a high priority on this parent engagement and access. As such the district emphasizes the need to engage parents/families in opportunities for learning about the educational system, and will further refine this focus to add workshop topics specifically aligned to the needs that impact the needs of all of our families. (Goal 5; Action 3) In monitoring the needs of the district it is evident that we need to support the needs of the families of unduplicated students by providing access to the educational system, participation in parent advisory groups, and the inclusion of families in stakeholder feedback sessions we will continue to engage our families in surveys and in person/virtual stakeholder feedback sessions to ensure the development of a strong parent/school connection which will positively impact outcomes for unduplicated students.

Actions and services that are principally aimed at serving unduplicated students are determined through a data analysis and needs assessment that review the goals and determined actions/services. This review of data and stakeholder feedback allowed us to identify potential actions that would continue and be refined, as well as identify new goals with accompanying actions and services to support improved services for unduplicated students.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

The additional concentration grant funding will focus on supporting the foundation of our system of continuous improvement designed to support students with Tier 1 and Tier 2 embedded systems and data monitoring on a 6 week cycle to ensure timely monitoring of student data which ensures the ability to use data to drive instructional practices that are supportive of student needs and meaningful access. To that end the district uses data reflection sessions which provide teachers and administrators the opportunity to analyze student assessment data on LEA common assessments and to monitor the academic achievement of all students including unduplicated students and student with disabilities in order to plan for differentiated instruction in support of all students. Students are provided instructional enrichment with SPARKs Physical Education, Project Lead the Way (PLTW) STEM modules, social emotional learning, all with embedded language development during the data reflection and professional learning communities that are focused on student data monitoring and planning to accelerate learning for all students including unduplicated students and students with disabilities. (Goal 1; Action 5, 21, & 22) This funding supports this model by ensuring funding for the enrichment staff that supports the system by providing student with enrichment and teachers/administrators with time to analyze student data by student group and plan for instruction using the knowledge that analyzing the data gives them.
This system is in place in provides support for all students who attend our schools that are above the 55% threshold identified as high concentration.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1:17.5
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:16.3

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$57,666,538.00	$8,918,113.00	$2,834,219.00	$1,757,342.00	$71,176,212.00	$57,706,368.00	$13,469,844.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Technology: Plan, Professional Learning & Implementation Support	English Learners Foster Youth Low Income	$1,429,652.00				$1,429,652.00
1	1.2	Data Driven Systems: SIS, DnA, Destiny	All	$0.00	$0.00	$0.00	$0.00	$0.00
1	1.3	Curriculum, Instruction & Data Driven Systems: Staffing	All	$35,677,981.00	$657,710.00	$2,834,219.00	$100,200.00	$39,270,110.00
1	1.4	Curriculum, Instruction, and Data Driven Systems-Staffing & Class Size Reduction	All	$0.00	$0.00	$0.00	$0.00	$0.00
1	1.5	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	English Learners Foster Youth Low Income	$1,400,000.00				$1,400,000.00
1	1.6	College and Career Readiness and 21st Century Learning	English Learners Foster Youth Low Income	$5,000.00			$120,000.00	$125,000.00
1	1.7	State & Federal Programs: Staffing	English Learners Foster Youth Low Income	$87,600.00	$0.00	$0.00	$31,500.00	$119,100.00
1	1.8	Curriculum, Instruction, and Data Driven Systems: Resource Teachers	English Learners Foster Youth Low Income	$365,000.00			$365,000.00	$730,000.00
1	1.9	Curriculum, Instruction, and Data	English Learners	$1,344,900.00				$1,344,900.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		Driven Systems: DRS SpEd/Dually Identified Focus						
1	1.10	Curriculum, Instruction, and Data Driven Systems: DRS: Mega Focus	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
1	1.11	Curriculum, Instruction, and Data Driven Systems-Staffing	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
1	1.12	Elementary School Administrative Support	English Learners Foster Youth Low Income	$155,000.00	$0.00	$0.00	$0.00	$155,000.00
1	1.13	Temporary Supplemental Instructional Staff: Intervention Support Teachers	English Learners Foster Youth Low Income		$600,000.00			$600,000.00
1	1.14	Supplemental Materials	English Learners Foster Youth Low Income	$100,000.00			$100,000.00	$200,000.00
1	1.15	Professional Learning: PD, Guided Planning, Implementation Coaching	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
1	1.16	Professional Development - Administrators	English Learners Foster Youth Low Income	$20,000.00			$100,000.00	$120,000.00
1	1.17	Temporary Supplemental Instructional Staff: Paraprofessionals	English Learners Foster Youth Low Income	$50,000.00	$150,000.00			$200,000.00
1	1.18	Academic Intervention Programs	English Learners Foster Youth Low Income	$5,000.00			$650,000.00	$655,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.19	Coordinator of Pupil Services	Foster Youth Low Income	$34,176.00			$156,705.00	$190,881.00
1	1.20	Expanded Learning - Intersession Program	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
1	1.21	Curriculum & Instruction: Instructional Design -- ELA	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
1	1.22	Curriculum & Instruction: Instructional Design -- Math	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
1	1.23	Curriculum, Instruction & Data Driven Systems: Dual Language Teachers	English Learners Foster Youth Low Income	$4,375,515.00	$0.00	$0.00	$0.00	$4,375,515.00
1	1.24	Continue to maintain class size reduction for Grades K-3 and 4-6.	English Learners Foster Youth Low Income	$200,000.00				$200,000.00
1	1.25	Certificated Teachers 3 PD days	English Learners Foster Youth Low Income	$521,866.00				$521,866.00
2	2.1	English & Academic Language Services - EL Master Plan	English Learners	$0.00	$0.00	$0.00	$0.00	$0.00
2	2.2	EL Monitoring-- Student Progress	English Learners	$0.00	$0.00	$0.00	$0.00	$0.00
2	2.3	Professional Learning- Instructional Staff & Administration	English Learners	$64,000.00	$0.00	$0.00	$30,000.00	$94,000.00
2	2.4	Professional Learning & Implementation Coaching	English Learners	$0.00	$0.00	$0.00	$0.00	$0.00
2	2.5	Professional Learning:	English Learners	$0.00	$0.00	$0.00	$0.00	$0.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		Administrative Coaching & Monitoring						
2	2.6	English Learner Support: Monitoring & Support	English Learners	$117,344.00	$0.00	$0.00	$0.00	$117,344.00
2	2.7	English Learner Support: AVID Excel	English Learners	$10,000.00	$0.00	$0.00	$10,000.00	$20,000.00
2	2.8	EL Support: Integrated Academic Language and English Language Development:- PD, Planning, Coaching	English Learners	$1,000.00	$0.00	$0.00	$26,000.00	$27,000.00
2	2.9	EL Support: Academic Language and English Language Development	English Learners	$0.00	$0.00	$0.00	$0.00	$0.00
2	2.10	Supplemental Curriculum	English Learners Foster Youth Low Income	$10,000.00			$40,000.00	$50,000.00
3	3.1	MOTF personnel, transportation, materials and supplies, contracted services, and utilities.	English Learners Foster Youth Low Income	$8,087,846.00	$0.00	$0.00	$0.00	$8,087,846.00
3	3.2	Implement LRMFP						
3	3.3	Middle School Associated Student Body	English Learners Foster Youth Low Income	$2,000.00	$0.00	$0.00	$0.00	$2,000.00
3	3.4	Safety Plans	All Students with Disabilities	$0.00	$0.00	$0.00	$0.00	$0.00
3	3.5	Campus Security & Campus Aides	English Learners Foster Youth Low Income	$1,480,222.00	$0.00	$0.00	$0.00	$1,480,222.00
3	3.6	Visitor Management Software	English Learners Foster Youth Low Income	$10,000.00	$0.00	$0.00	$0.00	$10,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.7	Professional Learning (Classified & Certificated)	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
3	3.8	Enrichment opportunities & Expanded Learning Programs	English Learners Foster Youth Low Income	$38,600.00	$6,461,400.00	$0.00	$0.00	$6,500,000.00
3	3.9	Attendance Initiatives	English Learners Foster Youth Low Income	$614,290.00	$0.00	$0.00	$0.00	$614,290.00
3	3.10	Director of Educational Services	English Learners Foster Youth Low Income	$56,425.00	$0.00	$0.00	$0.00	$56,425.00
3	3.11	Mental Health Supports	English Learners Foster Youth Low Income	$496,241.00	$354,003.00	$0.00	$0.00	$850,244.00
3	3.12	Data Driven Systems: Chronic Absenteeism: SDCOE-iCan	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
3	3.13	Data Driven Systems: Chronic Absenteeism: A-SSTs	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
3	3.14	Additional Maintenance and Operations staff (2 FTEs)	English Learners Foster Youth Low Income	$185,800.00				$185,800.00
4	4.1	Mental Health Supports	English Learners Foster Youth Low Income	$100,000.00	$495,000.00	$0.00	$0.00	$595,000.00
4	4.2	Tiered Support System for SE Wellbeing	English Learners Foster Youth Low Income	$20,000.00	$0.00	$0.00	$0.00	$20,000.00
4	4.3	Universal Screener	English Learners Foster Youth Low Income	$63,000.00	$0.00	$0.00	$0.00	$63,000.00
4	4.4	Tier 1 Social Emotional Curriculum	English Learners Foster Youth Low Income	$1,000.00	$0.00	$0.00	$15,500.00	$16,500.00
4	4.5	Positive Behavior Intervention Support	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
4	4.6	Restorative Practices PD	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
4	4.7	Trauma Informed PD	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
4	4.8	Wrap Around Services	English Learners Foster Youth Low Income	$0.00	$0.00	$0.00	$0.00	$0.00
4	4.9	Coordinator of Student Services	English Learners Foster Youth Low Income	$148,580.00	$0.00	$0.00	$0.00	$148,580.00
4	4.10	Behavior Specialist	English Learners Foster Youth Low Income	$5,000.00	$200,000.00	$0.00	$0.00	$205,000.00
5	5.1	Parent Center	All Students with Disabilities	$0.00	$0.00	$0.00	$0.00	$0.00
5	5.2	Parent Participation	All Students with Disabilities	$0.00	$0.00	$0.00	$0.00	$0.00
5	5.3	Parent Learning Opportunities	English Learners Foster Youth Low Income	$2,000.00			$12,437.00	$14,437.00
5	5.4	Parent Communication	All	$0.00	$0.00	$0.00	$0.00	$0.00
5	5.5	District Translators	English Learners Foster Youth Low Income	$276,500.00	$0.00	$0.00	$0.00	$276,500.00
5	5.6	Coordinator of Public Relations and Community Services	English Learners Foster Youth Low Income	$100,000.00	$0.00	$0.00	$0.00	$100,000.00
5	5.7	School Community Events	English Learners Foster Youth Low Income	$5,000.00	$0.00	$0.00	$0.00	$5,000.00

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$42,390,172	$14,690,526	34.66%	0.00%	34.66%	$21,988,557.00	350.23%	402.10 %	**Total:**	$21,988,557.00
								LEA-wide Total:	$21,831,557.00
								Limited Total:	$1,517,252.00
								Schoolwide Total:	$2,052,752.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	**1.1**	Technology: Plan, Professional Learning & Implementation Support	Yes	LEA-wide Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	$1,429,652.00	
1	**1.5**	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$1,400,000.00	
1	**1.6**	College and Career Readiness and 21st Century Learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$5,000.00	
1	**1.7**	State & Federal Programs: Staffing	Yes	LEA-wide Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	$87,600.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.8	Curriculum, Instruction, and Data Driven Systems: Resource Teachers	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$365,000.00	
1	1.9	Curriculum, Instruction, and Data Driven Systems: DRS SpEd/Dually Identified Focus	Yes	LEA-wide	English Learners	All Schools	$1,344,900.00	
1	1.10	Curriculum, Instruction, and Data Driven Systems: DRS: Mega Focus	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	25%
1	1.11	Curriculum, Instruction, and Data Driven Systems-Staffing	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	25%
1	1.12	Elementary School Administrative Support	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$155,000.00	
1	1.13	Temporary Supplemental Instructional Staff: Intervention Support Teachers	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.14	Supplemental Materials	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$100,000.00	
1	1.15	Professional Learning: PD, Guided Planning, Implementation Coaching	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	25%
1	1.16	Professional Development - Administrators	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$20,000.00	
1	1.17	Temporary Supplemental Instructional Staff: Paraprofessionals	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$50,000.00	
1	1.18	Academic Intervention Programs	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$5,000.00	
1	1.19	Coordinator of Pupil Services	Yes	LEA-wide	Foster Youth Low Income	All Schools	$34,176.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.20	Expanded Learning - Intersession Program	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	25%
1	1.21	Curriculum & Instruction: Instructional Design -- ELA	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	25%
1	1.22	Curriculum & Instruction: Instructional Design -- Math	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	25%
1	1.23	Curriculum, Instruction & Data Driven Systems: Dual Language Teachers	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$4,375,515.00	
1	1.24	Continue to maintain class size reduction for Grades K-3 and 4-6.	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$200,000.00	
1	1.25	Certificated Teachers 3 PD days	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$521,866.00	
2	2.1	English & Academic Language Services - EL Master Plan	Yes	Schoolwide	English Learners	All Schools	$0.00	25%
2	2.2	EL Monitoring--Student Progress	Yes	LEA-wide	English Learners	All Schools	$0.00	25%
2	2.3	Professional Learning-Instructional Staff & Administration	Yes	LEA-wide	English Learners	All Schools	$64,000.00	
2	2.4	Professional Learning & Implementation Coaching	Yes	LEA-wide	English Learners	All Schools	$0.00	25%
2	2.5	Professional Learning: Administrative Coaching & Monitoring	Yes	LEA-wide	English Learners	All Schools	$0.00	25%
2	2.6	English Learner Support: Monitoring & Support	Yes	LEA-wide	English Learners	All Schools	$117,344.00	
2	2.7	English Learner Support: AVID Excel	Yes	LEA-wide	English Learners	All Schools	$10,000.00	
2	2.8	EL Support: Integrated Academic Language and	Yes	LEA-wide	English Learners	All Schools	$1,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
		English Language Development:- PD, Planning, Coaching						
2	**2.9**	EL Support: Academic Language and English Language Development	Yes	LEA-wide	English Learners	All Schools	$0.00	25%
2	**2.10**	Supplemental Curriculum	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$10,000.00	
3	**3.1**	MOTF personnel, transportation, materials and supplies, contracted services, and utilities.	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$8,087,846.00	
3	**3.3**	Middle School Associated Student Body	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools Specific Schools: San Ysidro Middle, Vista Del Mar Middle Grades 6-8	$2,000.00	
3	**3.5**	Campus Security & Campus Aides	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$1,480,222.00	
3	**3.6**	Visitor Management Software	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$10,000.00	
3	**3.7**	Professional Learning (Classified & Certificated)	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	.1%
3	**3.8**	Enrichment opportunities & Expanded Learning Programs	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$38,600.00	
3	**3.9**	Attendance Initiatives	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$614,290.00	
3	**3.10**	Director of Educational Services	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$56,425.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.11	Mental Health Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$496,241.00	
3	3.12	Data Driven Systems: Chronic Absenteeism: SDCOE-iCan	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	.02%
3	3.13	Data Driven Systems: Chronic Absenteeism: A-SSTs	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	25%
3	3.14	Additional Maintenance and Operations staff (2 FTEs)	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$185,800.00	
4	4.1	Mental Health Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$100,000.00	
4	4.2	Tiered Support System for SE Wellbeing	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$20,000.00	
4	4.3	Universal Screener	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$63,000.00	
4	4.4	Tier 1 Social Emotional Curriculum	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$1,000.00	
4	4.5	Positive Behavior Intervention Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	.01%
4	4.6	Restorative Practices PD	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	.1%
4	4.7	Trauma Informed PD	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	25%
4	4.8	Wrap Around Services	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$0.00	25%

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
4	4.9	Coordinator of Student Services	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$148,580.00	
4	4.10	Behavior Specialist	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$5,000.00	
5	5.3	Parent Learning Opportunities	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools	$2,000.00	
5	5.5	District Translators	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools	$276,500.00	
5	5.6	Coordinator of Public Relations and Community Services	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools	$100,000.00	
5	5.7	School Community Events	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$5,000.00	

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$64,376,181.00	$64,788,756.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	Technology: Plan, Professional Learning & Implementation Support	Yes	$1,293,515.00	$1,291,051.00
1	**1.2**	Data Driven Systems: SIS, DnA, Destiny	No	$0.00	$0.00
1	**1.3**	Curriculum, Instruction & Data Driven Systems: Staffing	No	$39,332,288.00	$39,357,857
1	**1.4**	Curriculum, Instruction, and Data Driven Systems-Staffing & Class Size Reduction	No	$0.00	$0.00
1	**1.5**	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	Yes	$1,170,000.00	$1,647,496
1	**1.6**	College and Career Readiness and 21st Century Learning	Yes	$121,650.00	$123,069
1	**1.7**	State & Federal Programs: Staffing	Yes	$191,277.00	$36,136
1	**1.8**	Curriculum, Instruction, and Data Driven Systems: Resource Teachers	Yes	$558,630.00	$729,800
1	**1.9**	Curriculum, Instruction, and Data Driven Systems: DRS SpEd/Dually Identified Focus	Yes	$1,000,000.00	$1,344,857
1	**1.10**	Curriculum, Instruction, and Data Driven Systems: DRS: Mega Focus	Yes	$0.00	$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.11	Curriculum, Instruction, and Data Driven Systems-Staffing	Yes	$0.00	$0.00
1	1.12	Elementary School Administrative Support	Yes	$225,935.00	$324,501
1	1.13	Temporary Supplemental Instructional Staff: Intervention Support Teachers	Yes	$630,000.00	$963,888
1	1.14	Supplemental Materials	Yes	$203,000.00	$472,525
1	1.15	Professional Learning: PD, Guided Planning, Implementation Coaching	Yes	$0.00	$0.00
1	1.16	Professional Development - Administrators	Yes	$293,851.00	$239,401
1	1.17	Temporary Supplemental Instructional Staff: Paraprofessionals	Yes	$316,384.00	$100,998
1	1.18	Academic Intervention Programs	Yes	$600,000.00	$588,900
1	1.19	Coordinator of Pupil Services	Yes	$177,116.00	$171,524
1	1.20	Expanded Learning - Intersession Program	Yes	$0.00	$0.00
1	1.21	Curriculum & Instruction: Instructional Design -- ELA	Yes	$0.00	$0.00
1	1.22	Curriculum & Instruction: Instructional Design -- Math	Yes	$0.00	$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.23	Curriculum, Instruction & Data Driven Systems: Dual Language Teachers	Yes	$4,375,515.00	$4,429,984
1	1.24	Continue to maintain class size reduction for Grades K-3 and 4-6.	Yes	$550,000.00	$0.00
1	1.25	Certificated Teachers 3 PD days	Yes	$316,000.00	$380,061
2	2.1	English & Academic Language Services - EL Master Plan	Yes	$0.00	$0.00
2	2.2	EL Monitoring--Student Progress	Yes	$0.00	$0.00
2	2.3	Professional Learning- Instructional Staff & Administration	Yes	$74,000.00	$93,621
2	2.4	Professional Learning & Implementation Coaching	Yes	$0.00	$0.00
2	2.5	Professional Learning: Administrative Coaching & Monitoring	Yes	$0.00	$0.00
2	2.6	English Learner Support: Monitoring & Support	Yes	$107,800.00	$146,403.00
2	2.7	English Learner Support: AVID Excel	Yes	$20,000.00	$20,000
2	2.8	EL Support: Integrated Academic Language and English Language Development:- PD, Planning, Coaching	Yes	$36,000.00	$25,600
2	2.9	EL Support: Academic Language and English Language Development	Yes	$0.00	$0.00
2	2.10	Supplemental Curriculum	Yes	$50,000.00	$45,000

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.1	MOTF personnel, transportation, materials and supplies, contracted services, and utilities.	Yes	$5,444,810.00	$5,985,248.00
3	3.2	Implement LRMFP	No		
3	3.3	Middle School Associated Student Body	Yes	$2,000.00	$2,000.00
3	3.4	Safety Plans	No	$0.00	$0.00
3	3.5	Campus Security & Campus Aides	Yes	$1,261,260.00	$1,309,687
3	3.6	Visitor Management Software	Yes	$25,000.00	$0.00
3	3.7	Professional Learning (Classified & Certificated)	Yes	$0.00	$0.00
3	3.8	Enrichment opportunities & Expanded Learning Programs	Yes	$3,060,000.00	$2,133,000
3	3.9	Attendance Initiatives	Yes	$555,000.00	$577,784.00
3	3.10	Director of Educational Services	Yes	$45,000.00	$51,054.00
3	3.11	Mental Health Supports	Yes	$757,910.00	$630,257
3	3.12	Data Driven Systems: Chronic Absenteeism: SDCOE-iCan	Yes	$0.00	$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	**3.13**	Data Driven Systems: Chronic Absenteeism: A-SSTs	Yes	$0.00	$0.00
3	**3.14**	Additional Maintenance and Operations staff (2 FTEs)	Yes	$165,000.00	$175,842.00
4	**4.1**	Mental Health Supports	Yes	$595,000.00	$580,700
4	**4.2**	Tiered Support System for SE Wellbeing	Yes	$0.00	$0.00
4	**4.3**	Universal Screener	Yes	$50,000.00	$63,076.00
4	**4.4**	Tier 1 Social Emotional Curriculum	Yes	$15,500.00	$15,500
4	**4.5**	Positive Behavior Intervention Support	Yes	$0.00	$0.00
4	**4.6**	Restorative Practices PD	Yes	$0.00	$0.00
4	**4.7**	Trauma Informed PD	Yes	$0.00	$0.00
4	**4.8**	Wrap Around Services	Yes	$0.00	$0.00
4	**4.9**	Coordinator of Student Services	Yes	$148,580.00	$169,306.00
4	**4.10**	Behavior Specialist	Yes	$200,000.00	$111,069
5	**5.1**	Parent Center	No	$0.00	$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
5	**5.2**	Parent Participation	No	$0.00	$0.00
5	**5.3**	Parent Learning Opportunities	Yes	$23,286.00	$5,316
5	**5.4**	Parent Communication	No	$0.00	$0.00
5	**5.5**	District Translators	No	$205,800.00	$260,906.00
5	**5.6**	Coordinator of Public Relations and Community Services	No	$174,074.00	$180,339.00
5	**5.7**	School Community Events	Yes	$5,000.00	$5,000.00

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
$14,247,348	$22,017,284.00	$22,408,779.00	($391,495.00)	0.23%	0.00%	-0.23%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Technology: Plan, Professional Learning & Implementation Support	Yes	$1,293,515.00	1,291,051		
1	1.5	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	Yes	$1,170,000	1,647,496		
1	1.6	College and Career Readiness and 21st Century Learning	Yes	$121,650	123,069		
1	1.7	State & Federal Programs: Staffing	Yes	$191,277	36,136		
1	1.8	Curriculum, Instruction, and Data Driven Systems: Resource Teachers	Yes	$558,630	729,801		
1	1.9	Curriculum, Instruction, and Data Driven Systems: DRS SpEd/Dually Identified Focus	Yes	$1,000,000.00	1,344,857		
1	1.10	Curriculum, Instruction, and Data Driven Systems: DRS: Mega Focus	Yes	$0.00	0.00		
1	1.11	Curriculum, Instruction, and Data Driven Systems-Staffing	Yes	$0.00	0.00		
1	1.12	Elementary School Administrative Support	Yes	$225,935.00	324,501		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.13	Temporary Supplemental Instructional Staff: Intervention Support Teachers	Yes	0	0		
1	1.14	Supplemental Materials	Yes	$203,000	472,525		
1	1.15	Professional Learning: PD, Guided Planning, Implementation Coaching	Yes	$0.00	0.00		
1	1.16	Professional Development - Administrators	Yes	0	0		
1	1.17	Temporary Supplemental Instructional Staff: Paraprofessionals	Yes	0	0		
1	1.18	Academic Intervention Programs	Yes	0	0		
1	1.19	Coordinator of Pupil Services	Yes	$177,116	171,524		
1	1.20	Expanded Learning - Intersession Program	Yes	$0.00	0.00		
1	1.21	Curriculum & Instruction: Instructional Design -- ELA	Yes	$0.00	0.00		
1	1.22	Curriculum & Instruction: Instructional Design -- Math	Yes	$0.00	0.00		
1	1.23	Curriculum, Instruction & Data Driven Systems: Dual Language Teachers	Yes	$4,375,515.00	4,429,984		
1	1.24	Continue to maintain class size reduction for Grades K-3 and 4-6.	Yes	$550,000.00	0.00		
1	1.25	Certificated Teachers 3 PD days	Yes	$316,000.00	380,061		
2	2.1	English & Academic Language Services - EL Master Plan	Yes	$0.00	0.00		
2	2.2	EL Monitoring--Student Progress	Yes	$0.00	0.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
2	**2.3**	Professional Learning-Instructional Staff & Administration	Yes	$74,000	93,621		
2	**2.4**	Professional Learning & Implementation Coaching	Yes	$0.00	0.00		
2	**2.5**	Professional Learning: Administrative Coaching & Monitoring	Yes	$0.00	0.00		
2	**2.6**	English Learner Support: Monitoring & Support	Yes	$107,800.00	146,403		
2	**2.7**	English Learner Support: AVID Excel	Yes	0	0		
2	**2.8**	EL Support: Integrated Academic Language and English Language Development:- PD, Planning, Coaching	Yes	0	0		
2	**2.9**	EL Support: Academic Language and English Language Development	Yes	$0.00	0.00		
2	**2.10**	Supplemental Curriculum	Yes	0	0		
3	**3.1**	MOTF personnel, transportation, materials and supplies, contracted services, and utilities.	Yes	$5,444,810.00	5,985,428		
3	**3.3**	Middle School Associated Student Body	Yes	$2,000.00	2,000		
3	**3.5**	Campus Security & Campus Aides	Yes	$1,261,260.00	1,309,687		
3	**3.6**	Visitor Management Software	Yes	$25,000.00	0.00		
3	**3.7**	Professional Learning (Classified & Certificated)	Yes	$0.00	0.00	.1%	
3	**3.8**	Enrichment opportunities & Expanded Learning Programs	Yes	$3,060,000	2,133,000		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.9	Attendance Initiatives	Yes	$555,000	577,784		
3	3.10	Director of Educational Services	Yes	$45,000.00	51,054		
3	3.11	Mental Health Supports	Yes	757,910	630,257		
3	3.12	Data Driven Systems: Chronic Absenteeism: SDCOE-iCan	Yes	$0.00	0.00	.02%	
3	3.13	Data Driven Systems: Chronic Absenteeism: A-SSTs	Yes	$0.00	0.00		
3	3.14	Additional Maintenance and Operations staff (2 FTEs)	Yes	$165,000.00	175,842		
4	4.1	Mental Health Supports	Yes	$110,000	110,000		
4	4.2	Tiered Support System for SE Wellbeing	Yes	$0.00	0.00		
4	4.3	Universal Screener	Yes	$50,000.00	63,076		
4	4.4	Tier 1 Social Emotional Curriculum	Yes	0	0		
4	4.5	Positive Behavior Intervention Support	Yes	$0.00	0.00	.01%	
4	4.6	Restorative Practices PD	Yes	$0.00	0.00	.1%	
4	4.7	Trauma Informed PD	Yes	$0.00	0.00		
4	4.8	Wrap Around Services	Yes	$0.00	0.00		
4	4.9	Coordinator of Student Services	Yes	$148,580.00	169,306		
4	4.10	Behavior Specialist	Yes	0	0		
5	5.3	Parent Learning Opportunities	Yes	$23,286	5,316		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
5	5.7	School Community Events	Yes	$5,000.00	5,000		

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$40,252,427	$14,247,348	0	35.40%	$22,408,779.00	0.00%	55.67%	$0.00	0.00%

Instructions

Plan Summary

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Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).

    - Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student*"* performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified**: Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools**: Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness**: Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc/.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:
For county offices of education and school districts only, verify the LEA:

a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.

d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.

e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: "A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP."

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

Prompt 2: "A summary of the feedback provided by specific educational partners."

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: "A description of the aspects of the LCAP that were influenced by specific input from educational partners."

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, "aspects" of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)
Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal
Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal
Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals
In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.

- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.

- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.

- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:
For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric**: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome**: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome**: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2022–23**. Leave blank until then.	Enter information in this box when completing the LCAP for **2023–24**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25**. Leave blank until then.	Enter information in this box when completing the LCAP for **2021–22** or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

***Projected Percentage to Increase or Improve Services for the Coming School Year*:** Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 *CCR* Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

> After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])
>
> In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])
>
> These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 *CCR* Section 15496(a)(8).

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).

    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 *CCR* Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
    - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
    - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
    - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
    - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
    - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

      The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
    - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) EVERY STUDENT SUCCEEDS ACT (ESSA) FEDERAL ADDENDUM FOR SCHOOL YEAR 2023-2024

BACKGROUND INFORMATION:
As per the California Department of Education website, local education agencies (LEA) applying for Every Student Success Act (ESSA) funds must complete the Local Control Accountability Plan (LCAP) ESSA Federal Addendum as part of meeting the requirements for the ESSA LEA Plan.

The LCAP ESSA Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP ESSA Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP ESSA Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

RECOMMENDATION:
Approve the Local Control Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Addendum for school year 2023-2024.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Academic Achievement, Goal 2: English Language and Academic Language Development, Goal 3: School Culture and Student Engagement, Goal 4: Social Emotional Learning and Well-Being, and Goal 5: Parent Engagement.

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

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

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

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

Superintendent's Office Certification:

Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template

School Year

Date of Board Approval

LEA Name

San Ysidro School District

CDS Code:

37683790000000

Link to the LCAP:

(optional)

https://www.sysdschools.org/cms/lib/CA02206824/Centricity/Domain/4/2021-22%20LCFF%20Budget%20Overview%20-%20Annual%20Update%20and%20%20LCAP%20Plan.pdf

For which ESSA programs apply to your LEA?

Choose From:

TITLE I, PART A
Improving Basic Programs Operated by State and Local Educational Agencies

TITLE II, PART A
Supporting Effective Instruction

TITLE III, PART A
Language Instruction for English Learners and Immigrant Students

TITLE IV, PART A
Student Support and Academic Enrichment Grants

*(**note:** This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding**.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources**; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

This template is designed to be used by LEAs who already have completed their LCAP Federal Addendum and received approval from CDE. This template will support LEAs with the review of their LCAP Federal Addendum and revision.

The review and revision of the LCAP Federal Addendum do not need to be submitted to CDE for approval. However, an LEA should have their local Board approve any revisions.

Even if the LEA plans to transfer all of its title funds, it must still address all of the provisions of the title from which it is transferring its funds. The LEA must first meet the application requirements of those funds before it can elect to transfer those funds to another title.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The SYSD's strategy for using federal funds is to increase the performance of English Learners, and Low Income students to proficiency level. Title I monies are utilized to support literacy by differentiation, small group instruction, and interventions at all grade levels in order to close the gap between these students and their counterparts.

Another strategy utilized by the SYSD is to provide parents with a series of workshops to help them navigate the educational system in the United States, as well as supporting their children with social emotional well being. Our CHKS Parent Survey indicate that this is a need. The intent of these workshops is to give parents the tools to support their children, which in turn yields greater student achievement.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The SYSD supplements core literacy for English Language Learners and low income students by offering after school interventions, supplemental programs, and paraprofessionals to reduce the adult/student ratio during literacy time. Some sites use Title I funds to provide Intervention Support Teachers. At the middle schools Title I funds are utilized to provide Professional Development, teacher planning time and student interventions.

The district uses Title I funds to provide supplemental programs (i.e. educational software, materials for dual language instruction, supplemental materials for intervention) to support student English acquisition proficiency and literacy. Additionally, the district employs District Resource Teachers who support at all school sites through an internal system of assessment & data monitoring, which informs the implementation of professional learning/coaching for classroom teachers and paraprofessionals to positively impact instructional practice and student achievement.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP, it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 *(as applicable)*

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

(A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
(B) identifying students who may be at risk for academic failure;
(C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
(D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 *(as applicable)*

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 *(as applicable)*

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

(A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
(B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 *(as applicable)*

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 *(as applicable)*

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION(S)	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

According to the Every Student Succeeds Act (ESSA), local educational agencies (LEAs) shall allocate Title I, Part A funds to eligible school attendance areas or eligible schools on the basis of the total number of students from low-income families (ESSA sections 1113[a][1] and [c][1]). The district employs this criteria in determining eligibility for Title I funding for each of its school sites. Due to the districts high percentage of students who qualify as socio-economically disadvantaged, each of our schools operate a school wide program.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed** unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. **LEAs are encouraged to integrate their ESSA funds into their LCAP** development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2) – *Not Applicable to Charters and Single School Districts.*

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

NOTE: In this section, LEAs must identify and address disparities. Tools on the CDEs website (https://www.cde.ca.gov/pd/ee/peat.asp) can help with this process. LEAs are required to specifically address the following at comparable sites:

1. What # and % of teachers at sites are inexperienced, misassigned, or out-of-field in relation to:
    a. Number of low-income students
    b. Number of minority students
2. Does the LEA have an educator equity gap –
    a. If yes, must create a plan which must include root cause analysis of the disparity
    b. A plan must be created with meaningful educational partner engagement.

Educator Equity Data Tables available here.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The LEA does an annual comparability report which involves data analysis of student enrollment, free/reduced lunch enrollment, student ethnicity data, staffing ethnicity data, staffing experience data, and data of misassigned/ineffective/out of field staff which we obtained via Data Quest and our internal student information system (SIS). This data is used to analyze the educator equity at each of our school sites. We currently have a minimal amount of teachers who are misassigned. The less experienced and more experienced teachers are balanced throughout our district at our school sites. The district serves a high number of low income students, and we are in Provision 2 for free and reduced lunch due to these numbers. Therefore, it is necessary for us to reach this balance at all of our school sites.

Based on the data analysis noted above, we looked at our % of students who qualify as low income, and determined that they are not taught at higher rates than other students by ineffective/misassigned/out-of-field or inexperienced teachers.

Additionally, we pulled the data on our students based on ethnicity and found that these groups of students are not taught at higher rates than other students by ineffective/misassigned/out-of-field or inexperienced teachers.

The LEA engages stakeholders to elicit feedback to inform the LCAP through:

LCAP community forums
LCAP Feedback: Administrator Meeting
LCAP Feedback: Site/Staff Meetings
LCAP/DBAC Meetings
LCAP Feedback Sessions: Bargaining Unit (CSEA & SYEA)
LCAP Feedback Sessions: DELAC/DPAC
LCAP Feedback Sessions: SELPA
LCAP Feedback: Middle School Students
LCAP Feedback Surveys
California Healthy Kids Survey
California Healthy Kids Survey-Parent Component
West ED Middle School Listenging Circles/Emparthy Interviews

These meetings provide a variety of educational partners the opportunity to discuss issues related to the importance of providing all of our students with equitable access. These meetings include opportunities for educational partners to examine and discuss data, as well as provide feedback and suggestions to impact positive results for students.

In order to impact teacher effectiveness, the LEA has implemented a new teacher academy to support teachers in their first 2 years in the district with training, coaching, and support by veteran resource teachers. This program has allowed the district to support teachers with high leverage strategies that will impact student achievement and support the retention of teachers as they develop their skill in the early part of their career. Additionally, the district has made a commitment to support teachers with the induction program that they are required to complete to clear their teaching credential. These two programs provide new teachers the supports necessary to develop and grow as professional educators.

Additionally, we continue to provide professional development of high leverage strategies for paraprofessionals and work with site and district administrators to identify supports for their teaching staff regardless of their tenure within the district that will help to impact the delivery of high impact evidence based best practices. This support may include professional development, guided planning, co-teaching, and coaching as deemed necessary.

There were no disparities found during the data analysis process. However, we make every effort to be proactive in the placement and retention of teachers.

On November 6, 2019, the SBE approved updated definitions for “ineffective” and “out-of-field” teachers to be included in the amended California ESSA Consolidated State Plan.

Term	Definition
Ineffective teacher	An ineffective teacher is any of the following:

	• An individual whose assignment is legally authorized by an emergency permit that does not require possession of a full teaching license; or • A teacher who holds a teaching credential but does not possess a permit or authorization that temporarily allows them to teach outside of their credentialed area (misassigned) • An individual who holds no credential, permit, or authorization to teach in California. Under this definition, teachers with the following limited emergency permits would be considered ineffective: • **Provisional Internship Permits,** • **Short-Term Staff Permits** • **Variable Term Waivers** **Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record**
Out-of-field teacher	A credentialed out-of-field teacher is: A credentialed teacher who has not yet demonstrated subject matter competence in the subject area(s) or for the student population to which he or she is assigned. Under this definition, the following limited permits will be considered out of the field: • General Education Limited Assignment Permit (GELAP) • Special Education Limited Assignment Permit (SELAP) • **Short-Term Waivers** • **Emergency English Learner or Bilingual Authorization Permits** **Local Assignment Options** (except for those made pursuant to the *California Code of Regulations*, Title 5, Section 80005[b])
Inexperienced Teacher	A teacher who has two or fewer years of teaching experience.
Minority Student	A student who is American Indian/Alaska Native, Asian, African American, Filipino, Native Hawaiian/Pacific Islander, Hispanic, or Two or More Races Not Hispanic.
Low-Income Student	A student who is eligible to receive Free or Reduced-Price Meals

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

San Ysidro School District administrators met with school site administrators to analyze various data points in preparation for creating a needs assessment that would engage various stakeholder groups in support of identifying the needs of their individual school sites. For San Ysidro Middle School, we examined the school's data for Math & ELA from the California Dashboard, District Common Assessments, and classroom walk-throughs to analyze the needs of each school site. As a part of this process, we worked together to develop a needs assessment survey to be shared with all parents, families, community and staff groups. This needs assessment addressed the areas of students achievement, school culture and climate, as well as stakeholder engagement. Site administration also conducted end of the year data analysis and needs assessment with staff to determine actions to improve instructional practices to support equitable student achievement outcomes.

The information gathered by the needs assessment surveys served to inform the development of the CSI Plan. Parents and family members participated in the development of the CSI plan using needs assessment and student achievement data to drive the creation of the plan during School Site Council and ELAC meetings through the creation of the SPSA.

In our analysis of school site needs we will continue to examine resource inequities by using data from the needs assessment that was distributed to staff and parents, as well as support meetings with identified district staff for each area of support. This information will be used in an ongoing monthly review of continuous improvement to determine where additional supports are needed and how we can implement evidence based interventions to create equitable access and support for all of our students. These determinations will inform any necessary revisions to the CSI plan, which will then be reviewed and revised as necessary with the School Site Council.

To meet this requirement, LEAs must provide a description of the following:

ESSA Section 1112(b)(3): how the LEA will carry out its responsibilities under paragraphs (1) and (2) of Section 1111(d);

1. How the LEA will involve parents and family members at identified schools in jointly developing Comprehensive Support and Improvement plans
2. How the LEA will involve parents and family members in identified schools in jointly developing the Targeted Support and Improvement plans
3. In the absence of the identification of any schools for Comprehensive Support and Improvement (CSI) or any schools for Targeted Assistance and Intervention (TSI), the LEA may write N/A. This provision will not be reviewed.

ESSA Section 1112(b)(7): the strategy the LEA will use to implement effective parent and family engagement under Section 1116; shall include how the LEA and its schools will build capacity for parent and family engagement by:

1. Describe the LEA parent and family engagement policy, and how it was developed jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy (ESSA Section 1116(a)).
2. Describe how the LEA will provide assistance to parents of children served by the school or local educational agency, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child’s progress and work with educators to improve the achievement of their children; (ESSA Section 1116(e)(1))
3. Describe how the LEA will provide materials and training to help parents to work with their children to improve their children’s achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement; (ESSA Section 1116(e)(2))
4. Describe how the LEA will educate teachers, specialized instructional support personnel, principals, other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (ESSA Section 1116(e)(3))
5. Describe how the LEA will to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (ESSA Section 1116(e)(4))
6. Describe how the LEA will ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand (ESSA Section 1116(e)(5))

7. Describe how the LEA will provide such other reasonable support for parental involvement activities as parents may request (ESSA Section 1116(e)(14).
8. Describe how the LEA will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language, such parents understand (ESSA Section 1116(f)).

Also, include how the LEA will align parent involvement required in Section 1116 with the LCAP educational partner engagement process.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In order to support parent and family engagement SYSD will provide various parent workshops at the district and site levels. Topics and activities may include: literacy, math, science, social science, technology, strategies on how to navigate the educational system in the United States, and restorative justice practices. The parent center at the district office provides a space for parents to access computers and the internet, as well as attend additional parent classes that focus on the role of parents in their children's education and in supporting their social emotional well being. To increase the amount and quality of parent and family engagement, SYSD will use district administration and support from San Diego County Office of Education (SDCOE) to provide site training for school site staff.

Each school has a Parent School Compact that delineates the roles of the school, the parent, and the student. In addition, each school develops their own Title I parent involvement policy which follows the California Department of Education's Title I parent involvement policy template. The school sites also provide opportunities for parent education based on parent needs. On a monthly basis, each school site principal facilitates "Coffee with the Principal" where principals provide a variety of trainings/ informational meetings (eg. state testing, district assessment information, data analysis, parent/teacher conferences, LCAP presentations, School Plan for Student Achievement (SPSA), etc).

The SYSD strives to communicate with parents in order to create a cohesive understanding of programs and services that are available for all students. To that end information is sent to all parents in English and Spanish through mail, digital, robo-calls, and direct avenues. This information includes district and school notices, student testing results, annual notification packet, and other pertinent information regarding student and parent services and resources.

The Parent and Family Engagement Policy is revised with parents during School Site Council , ELAC, Parent Principal Forums, Title I Meetings, and the revised policy is then distributed to parents at the beginning of the school year along with the Parent Compact which undergoes the same process. Translators are available at all parent meetings to make sure that parents are heard and they have access to all the information provided to them. Title I meetings take place at all sites, usually during Back to School Night when there is a greater number of parents present.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

The district operates Schoolwide Programs (SWP) at each of its school sites based on student need as determined by data and needs assessment. Sites work to provide interventions for students based on data and needs assessments. These services include, but are not limited to before and after school intervention and/or instructional aides to provide small group instruction.

The district follows the criteria set forth by Ed Code in determining the need for services that support the needs of students in a school wide program:

- Title I Schoolwide Programs (SWP) should consider the following general criteria when approving activities or expenditures supported with Title I, Part A funds:
- The activity/expenditure meets a need identified in the comprehensive needs assessment (ESSA Section 1114[b][6]);
- The activity/expenditure is included in the Single Plan for Student Achievement (SPSA) (Education Code [EC] Section 64001[g][C][3]);
- The SPSA has been approved by the local governing board (EC Section 64001[i]);
- The Schoolsite Council (SSC) annually evaluates and monitors the implementation of the SPSA and progress towards accomplishing the goals (EC Section 64001[g][2][B] and [i]); and
- The activity/expenditure has been reviewed, approved, and recommended by the SSC to the local governing board (EC Section 64001[d]).

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SWP: Sites work to provide interventions for students based on data and needs assessments. These services include, but are not limited to before and after school intervention and/or instructional aides to provide small group instruction.

TAS: "N/A"

Neglected or delinquent: "N/A"

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

SYSD has a Pupil Services Coordinator to support homeless children, foster youth, and needy students and families within the community. Students are provided school uniforms and shoes, bus passes for transportation, and other resources. The Student and Family Services Manager assures students are enrolled immediately and verifies residency for students, makes home visits when necessary, participates in leadership meetings, and participates in the SART and SARB process to support the success of homeless and foster youth. In addition, the coordinator provides access to resources such as housing, tutoring, and medical/dental services.
In compliance with the McKinney-Vento Act, San Ysidro School District has designated a representative to ensure children experiencing non-permanent housing receive educational services.

Families living in any of the following situations have rights or protections under the Federal McKinney-Vento Act and California State Law:

- In a shelter (family, domestic violence, youth shelter, or transitional living programs).
- In a motel, hotel, or weekly rate housing.
- In a house or an apartment with more than one family.
- In an abandoned building, car, campground, or on the street.
- In temporary foster care or with an adult who is not the parent or guardian.
- In substandard housing without electricity, water, or heat.
- With friends or family because you are a runaway or an unaccompanied youth.

Families may obtain unique educational resources through the District's Families First program, which was developed to help meet the needs of children who are experiencing non-permanent housing. Families First aims to enhance services for families and promote awareness of their educational rights among all of our school sites and staff, so that we can provide supportive care for our families experiencing this type of need. The districts schools are doing the following to help remove barriers to success:

- Encouraging students to participate fully in all school activities and programs for which they are eligible.
- Encouraging students to attend the school in which they were last enrolled; even if they have moved away from the school's attendance zone or district.
- Providing transportation from the student's current residence to the school of origin.
- Automatically qualifying students for child nutrition programs.
- Resolving any disputes that arise during the enrollment process.
- Coordinating between schools, shelters, housing agencies and motels on behalf of families.
- Providing greater access to family literacy activities and after-school programs.
- Facilitating the transfer of school records as needed.
- Improving access to immunization and health care services.
- Improving access to special programs, such as preschool and special education.
- Actively referring families to community resources that assist with food, shelter and clothing.
- Providing access to school supplies and uniforms.
- Engaging in parent consultation, including discussion of educational rights and responsibilities.

Student Transitions

ESSA SECTIONS 1112(b)(8), 1112(b)(10), and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Preschool Transition to Kindergarten

To create a seamless transition of students from preschool to kindergarten, the San Ysidro School District operates a Child Development Center (CDC). In May, every preschool classroom visits a Kindergarten class at their future home school. During the visit, preschool and kindergarten students co-mingle and the kindergarten teachers read a story to all students.
In addition, the CDC schedules transition meetings with parents to discuss what to expect as their child makes the transition to kindergarten. For those students deemed to be at-risk, parents are notified and attend a workshop. At the workshop, teachers meet with parents, discuss student progress, and are provided materials to work with students at home. The CDC also coordinates a Kindergarten Readiness workshop for all parents.
For those students not attending the CDC, the Preschool and CDC Coordinator will visit agencies to present information to assist parents in the transition to kindergarten classes in the San Ysidro School District.

Elementary Transition to Middle School

To create a smooth transition to middle school, the district has transition practices in place. Sixth grader students from all of our elementary schools attend an elective fair during their visit to the middle school to familiarize themselves with the activities, teachers, and school events. Sixth grade teachers provide middle school teachers and counselors with transition documentation that includes student test scores and recommendations for placement based on student progress in class. This ensures that students who require support to access the core instructional program have them in place at the start of the school year. Additionally, 6th grade teachers meet with the middle school teachers to make the transition smoother.

Special Education Transition Support for Students with an IEP

In addition to the aforementioned transition services, all students with an IEP benefit from an additional transition meeting that allows for all service providers, case managers, and administrators to meet and plan for the successful transition of services to the next school placement. This ensures the planning and staffing of programs for the following school year will be in place to service and support the needs of all students.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

(A) through coordination with institutions of higher education, employers, and other local partners; and
(B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Middle School Transition to High School

The transition to high school is supported by our feeder high school, San Ysidro High School which is part of a different school district. The district middle school staff collaborates with the high school staff to provide students the opportunity to visit the campus, and familiarize themselves with the campus, the electives offered, as well as the clubs and the sports they will have access to at the high school.

Special Education Transition Support for Students with an IEP

In addition to the aforementioned transition services, all students with an IEP benefit from an additional transition meeting that allows for all service providers, case managers, and administrators to meet and plan for the successful transition of services to the next school placement. This ensures the planning and staffing of programs for the following school year will be in place to service and support the needs of all students.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

(A) assist schools in identifying and serving gifted and talented students; and
(B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Gifted and Talented Students are identified through the use of online version of RAVEN's Progressive Matrices. Once students are identified they are offered a variety of enrichment opportunities, including: College for Kids, Robotics, VAPA, and other Pathways Programs.
The district and school sites update school libraries through the purchase of relevant materials to improve academic achievement.

Title I funds were used to pay for:

- Provide professional development opportunities to improve teaching and learning in the areas of ELA, ELD, Math, Science, and Social Studies
- Professional development for site and district administrators to strengthen instructional practices.
- Professional development for specific programs in the middle and elementary schools including STEM, College and career skills.
- Implementation of English learner programs (i.e. Structured English Immersion, Dual Language One-Way and Dual Language Two-Way) based on site needs through supplemental materials and professional development opportunities.
- Provide supplemental programs and resources (i.e. educational software, math manipulatives, dual language materials, etc) to support student achievement in core content areas and to support language acquisition
- Provide site and/or district based academic intervention programs to serve the districts student groups (i.e. English Learners, Low Income, Students with Disabilities, etc) and educationally disadvantaged students in Comprehensive Support and Improvements Schools.
- Personnel (e.g. instructional aides) were hired to support in--class interventions for all student groups including unduplicated students at all school sites. This investment allows for each school site to provide students who demonstrate an academic need opportunities for small groups and 1:1 instruction to meet and exceed the rigor of the CCSS, as well as develop academic language skills.

TITLE I, PART D

Description of Program
ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Formal Agreements
ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the
(A) LEA; and
(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Comparable Education Program
ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Successful Transitions
ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Educational Needs
ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children

and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Social, Health, and Other Services
ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Postsecondary and Workforce Partnerships
ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Parent and Family Involvement
ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Program Coordination
ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Probation Officer Coordination
ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Individualized Education Program Awareness
ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Alternative Placements
ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please provide a description of the LEA's systems of professional growth and improvement for teachers, principals, and other school leaders.
2. Please address principals, teachers, and other school leaders separately.
3. Please explain how the systems promote professional growth and ensure improvement, including how the LEA measures growth and improvement
4. Please describe how the systems support principals, teachers, and other school leaders from the beginning of their careers, throughout their careers, and through advancement opportunities
5. Please describe how the LEA evaluates its systems of professional growth and improvement and makes adjustments to ensure continuous improvement within these systems.

In order to support the growth of district and school leaders, SYSD offers leaders the opportunity to participate in professional learning and coaching through the NCUST (National Center for Urban School Transformations), as well as the opportunity to attend ACSA Academies. These opportunities help to strengthen leadership and in turn support the district's vision of students' achievement. In 2023-2024 all managment employees will be coached with NCUST cohort groups, focusing on the use of data dashboards to inform practice.

Our commitment to building strong culture and climate in order to increase student engagement and academic achievement at every school site for all students, including our unduplicated students we have committed to continued professional learning and support for Positive Behavior Intervention Supports (PBIS) and Restorative Justice practices at all of our school sites. These professional learning opportunities will support the building of climate that addresses equity with the objective of improving school climate as measured by the California Dashboard.

Additionally, the district will continue to focus on Social Emotional well being, which has been an ongoing focus of the last 4 years. The district had implemented a Tier-1 SEL curriculum which involved introductory administrative training and teacher training for implementation. We are also offering continued PD for our instructional staff through the support of Social Workers on a quarterly basis to support the implementation of Social Emotional Learning for our teachers. This focus on professional learning will help to support teachers with the implementation of evidence based Tier I Social Emotional Learning, which supports the district focus on student mental health and well being. All district schools have a social worker and a school psychologist. In 2022-2023 we implemented a Universal Screener to determine students level of need based on the thei Tiers of MTSS.

The San Ysidro School District does not currently have an induction program for new teachers, principals or any new school leaders. New teachers who need to complete induction are referred to either the San Diego County Office of Education, or local universities to complete the BTSA required. The district does support the induction process through the payment of the program for new teachers.

Additionally, the district provides all teachers who are new to the district with support through the New Teacher Academy which takes place through workshops offered 3-5 times during the school year. In addition to the New Teacher Academy workshops, Educational Services provides instructional coaching and professional development for teachers and instructional aides at school sites, in coordination with school site administrators and needs assessments that are informed by data reflection sessions and classroom walkthroughs.

The district is working with new principals to provide them with support and coaching through the the National Center for Urban School Transformation (NCUST).

The systems of professional growth are measured by end of the year surveys, data monitoring, and school site walk-throughs with feedback. This system allows us to monitor qualitative and quantitative data as we evaluate the programs the district uses to support staff development, as well as to determine needs based on this data.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

Address these questions:

1. Please describe the LEA's process for determining Title II, Part A funding among the schools it serves.
2. Please describe how the LEA determines funding that prioritizes CSI and TSI schools and schools serving the highest percentage of children counted under Section 1124(c).
3. Please describe how CSI and TSI schools and schools that have the highest percentage of children counted under Section 1124(c) that the LEA serves receive priority in Title II, Part A funding decisions compared to other schools the LEA serves.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The San Ysidro School District has 7 schools of which 5 have a population that averages 77% Socioeconomically advantaged, and 54% English Language Learners. Given this information the district prioritizes resources for those schools.

Funding priorities for ASTI schools are determined by the specific needs of the sites. The needs for those schools include but are not limited to support for English Language Learners, students who are Socioeconomically disadvantaged, students who are chronically absent, as well as students who are suspended. It also includes students with disabilities.

The district determines funding needs based on data generated by local benchmark assessments, state assessments, stakeholder surveys as well as parent/ community forums. After receiving notification that one of our schools would remain in CSI, San Ysidro School District administrators met with school site administrators to analyze various data points in preparation for creating a needs assessment that would engage various stakeholder groups in support of identifying the needs of their individual school sites. We examined the school's data for Math & ELA from the California Dashboard, District Common Assessments, and classroom walk-throughs to analyze the needs of each school site. As a part of this process, we worked together to develop a needs assessment survey to be shared with all stakeholder groups. This needs assessment addressed the areas of students achievement, school culture and climate, as well as stakeholder engagement. Site administration also conducted end of the year data analysis and needs assessment with staff to determine actions to improve instructional practices to support equitable student achievement outcomes. The district met with the site administrators to develop a needs assessment which looked at student achievement, and parent involvement with the goal of creating a plan.

In our analysis of school site needs we examined resource inequities by using data from the needs assessment that was distributed to staff and parents. This information was used to determine where additional supports are needed and how we can implement evidence based interventions to create equitable access and support for all of our students. These determinations inform the evaluation and modification of the ASTI plan with the School Site Council.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Address these questions:

1. Please explain how the LEA coordinates its Title II, Part A activities with other related strategies, programs, and activities.
2. Please describe how the LEA uses data to continually update and improve activities supported under Title II, Part A.
3. Please describe how the LEA uses ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under Title II, Part A.
4. Please describe the sources of data the LEA monitors to evaluate Title II, Part A activities and how often it analyzes this data.
5. Please describe the ways in which the LEA meaningfully consults with the following educational partners to update and improve Title II, Part A-funded activities:
    a. Teachers
    b. Principals and other school leaders
    c. Paraprofessionals (including organizations representing such individuals)
    d. Specialized instructional support personnel
    e. Charter school leaders (in a local educational agency that has charter schools)
    f. Parents
    g. Community partners
    h. Organizations or partners with relevant and demonstrated expertise in programs and activities
6. Please explain how often the LEA meaningfully consults with these educational partners.

The district employs a data reflection process on a 6 week cycle for instruction for both ELA and Mathematics. This model consists of analyzing student achievement data from internal Common Assessments which are CCSS based and aligned to the item specifications for the CAASPP assessments for grades 3-8. The data is disaggregated for significant student groups, which supports our ability to dig deeply into the impact of instruction on the students who we serve. The data that we collect, analyze and discuss is coupled with walk-through data in order to determine the effectiveness of our instructional models and the impact that we are having on our students, embedded in the meeting protocol is an analysis of evidence based practice implementation and the support necessary to increase the level of implementation. These reflection sessions serve as a place to make the determination to increase or modify professional development and support to build capacity for instructional leadership. These data reflection sessions are conducted at every school site by grade level and are attended by site administration, and grade level teachers from all programs.

In addition to these meetings, site administration shares the data that comes out of their meetings with instructional staff at parent meetings, SSC, ELAC in order to have input from parents and other stakeholders to inform the development and refinement of professional development plans. The data from our internal monitoring process is shared on a quarterly basis, to ensure that we are communicating the most up to date data.

The data reflection process continues on to the LEA level with a reflection process that includes meetings with the all school site and district level administration. These meetings help us to monitor student achievement at all grade levels in all programs at all school sites. We then engage in analysis and conversations around the improvement of instructional practices and the support necessary to build capacity at school sites. As we implement our plans, we then use the same data reflection system to monitor the plan and revise it as necessary based on data.

The LEA coordinates the implementation of planning and preparation for staff development through the needs that are identified in our data reflection process and other needs assessments. Once, we work with our educational parters to identify needs and formulate a plan; we work with staff to determine the best manner to build capacity at our school sites for administration, teachers, and paraprofessionals to support the implementation of the plan of action. We also work with our Coordinator of Pupil Services and Coordinator of Student Services to ensure that the wrap around services are in place for students/families. Additionally, the LEA works to identify and provide parent training/workshops to help support our families in their own development and understanding of ways to support their students' achievement through our school sites and at the district level.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

Complete responses will:

Address professional development activities specific to English learners/Title III purposes that are:

1. designed to improve the instruction and assessment of English learners;
2. designed to enhance the ability of such teachers, principals, and other school leaders to understand and implement curricula, assessment practices and measures, and instructional strategies for English learners;
3. effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of such teachers;
4. of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teachers' performance in the classroom; and
5. supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Professional development for ELD strategies and instructional practices will be provided in the 2023-2024 school year for resource teachers, instructional leadership teams, site administrators, and teaching staff. The strategies that teachers learn in training are evidence based interventions designed to increase student's English Language Proficiency. In order to support the implementation of these instructional strategies, school site leadership will conduct classroom walkthroughs to support instructional practice. Teachers and school site leadership will monitor the growth of ELs through the use of a data reflection model that specifically monitors ELs and LTELs on a 6 week cycle through the use of formative assessment, which is followed by a data reflection session with grade level teachers and site administrators to evaluate and discuss instructional practice and strategy to positively impact student achievement based on the data. The data reflection sessions and classroom walk through data serve as a foundation to determine the need to provide support to teachers throughout the year in the implementation of the instructional strategies that are focused on language acquisition.

Furthermore, ELs will be supported in the area of ELA with small group guided reading instruction that is offered in addition to the existing designated ELD program at each site. This focus on guided reading and small group instruction will serve to develop content area knowledge of ELs, as well as support their acquisition of grade level CCSS. This training and support will be given by our Resource Teachers who will be serving in the capacity of Instructional Coaches whose duty it will be to gather information on additional supports that are needed by teachers to the need to support these specific instructional practices.

In addition, we will have ongoing training and support for the use of Imagine Learning Educational Technology to support teachers in the strategic use of this program for our English Learners. This includes professional development to use the program as a tool for direct instruction in addition to the implementation of the program for student use with instructional feedback and guidance. Further, Achieve 3000 training has been focused on the improved literacy skills of students through the implementation of guided reading practices through the use of the program.

The LEA has also begun a series of Professional Development around the EL Roadmap. This began in the 19-20 school year with Resource Teachers, who then provided an overview to all site administrators and our DELAC committee. During the 20-21 school year, the district will extend the training for EL RISE LCAP Toolkit, Administrators in the ELRISE Administrator Strand and teacher leaders in the EL RISE Teacher Strand. In the 2021-22 in partnership with SDCOE, the District has engaged in a learning series implementing the teachings of EL RISE specific to the district's needs. These professional learning opportunities will help to inform the deep implementation of the Roadmap intentions and serve as the foundation for instruction for ELs.

I

The district has continued to implement training to support learning strategies and best practices to support language acquisition. These strategies include Project GLAD, Kate Kinsella, SIOP, Kagan, AVID Excel. EL RISE, and other programs that focus on supporting students with language structures and access to core content instruction.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

Complete responses will:

1. Describe the activities implemented, supplemental to all other funding sources for which the LEA is eligible, that provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Title III Programs and Activities

ESSA SECTIONS 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

Complete responses will:

1. Address the effective language instruction programs specific to English learners.
2. Address Title III activities that:
    - are focused on English learners and consistent with the purposes of Title III;
    - enhance the core program; and
    - are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

San Ysidro School District will provide effective EL instructional strategies through the implementation of evidence-based supplemental activities. These include incorporating intensified instruction in ELD for all Newcomers and Novice English Learners at the secondary level through a small group instructional model. Teachers providing these supports will be implementing a supplemental ELD curriculum from National Geographic. They will be using a model of data analysis to determine the impact of these strategies on a 6 week cycle, which will include assessment data and observational data.

At the elementary school level this intensified instruction model will consist of primary language support during our Project Lead the Way Program in order to support student acquisition of the rigorous NGSS based coursework. Additionally, the program will incorporate SIOP model and Project GLAD strategies to support language acquisition and meet content standards for NGSS.

The district currently provides community participation programs, family literacy services, and parent and family outreach. These services are organized through our Coordinator of Public Relations and Community Service, as well as the Ed Services department. These programs include but are not limited to PIQE, English classes provided at various district sites through Southwestern College, a variety of workshops on nutrition, parenting, mental health, first aid, and financial literacy. The district will continue to develop and provide programs for families of ELs through our State and Federal Programs/Educational Services staff.

English Proficiency and Academic Achievement

ESSA SECTIONS 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

(A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
(B) meeting the challenging State academic standards.

Complete responses will:

1. Address how sites will be held accountable for meeting English acquisition progress and achievement goals for English learners.
2. Address site activities that are supplemental to all other funding sources for which the LEA is eligible.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The San Ysidro School District utilizes data reflection sessions to monitor individual and grade level student progress based on district unit assessment performance. English Learners (ELs), Long-Term English Learners (LTELs), and Reclassified Fluent English Proficient (RFEPs) students are specifically monitored for academic progress. Teachers analyze data and determine common agreements across grade levels to address areas of need in order to positively impact academic progress and language acquisition.

Our district will monitor student progress on the English Language Proficiency Assessment for California (ELPAC) as well as the English Learner Progress Indicator (ELPI) to determine the effectiveness of EL programs and services. Sites not meeting district goals will be provided with additional services including systems of support (i.e. academic interventions for students, instructional coaching support for teachers, and professional development for administrators, etc.). A plan of action will be created to ensure that English Learners are making appropriate progress and meeting expected outcomes. In 2023-2024, SYSD will implement the ELLevation software which will facilitate and track EL progress monitoring.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Each LEA, or consortium of LEAs, shall conduct the Title IV needs assessment once every 3 years. (see below)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

(A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
(B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
(C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
(D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
(E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

NOTE: If the LEA received more than $30,000 in Title IV, Part A funding and did not transfer the allocation, the LEA must:

1. use not less than 20 percent of Title IV, Part A funds to support one or more safe and healthy student activities;
2. use not less than 20 percent of Title IV, Part A funds to support one or more well-rounded education activities;
3. use a portion of Title IV, Part A funds to support one or more effective use of technology activities; and
   a) 15 percent max cap on effective use of technology for purchasing technology infrastructure.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The San Ysidro School District is committed to providing all students with access to a well rounded education, and improving school conditions for student learning. To that end we are committed to including STEM instruction to our students through our Sci Phy Program which includes the instruction of NGSS and ITSE standards through Project Lead the Way (PLTW) instruction at our Elementary School Sites and at our Middle Schools through an elective course. This includes membership fees for PLTW teachers, material purchases to enhance the program's success, and support for teachers in the program through professional development. Additionally, the program is supported by a Resource Teacher, who coordinates all aspects of this Enrichment program including instructional coaching support and delivery of professional development.

In addition to this program that is embedded in the school day, we also offer a Pathways Program that includes after school opportunities for students on every school site on a variety of enrichment topics, as well as a summer school enrichment program that focuses on STEAM and CTC topics and includes partnerships with higher education, business, and nonprofit organizations which allow us to offer student field experiences through guest instructors and field trips to provide a link between classroom learning and real world applications. This program is coordinated and implemented through our Director of Educational Services.

Title IV, Part A Needs Assessment

According to the Every Student Succeeds Act (ESSA), all local educational agencies (LEAs) receiving at least $30,000 must conduct a needs assessment specific to Title IV, Part A (ESSA Section 4106[f]). Each LEA, or consortium of LEAs, shall conduct the needs assessment once every three year (ESSA Section 4106[d][3]).

Well-rounded Education Opportunities (ESSA Section 4107)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for a well-rounded education?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Safe and Healthy Students (ESSA Section 4108)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support for safety and health of students?

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

Effective Use of Technology (ESSA Section 4109)

Identify any indicators, or measures/data points to examine needs for improvement of the Title IV, Part A priority content areas.

What activities will be included within the support of effective use of technology? Note: No more than 15 percent on technology infrastructure (ESSA Section 4109[b])

How will the activities be evaluated for the effectiveness of strategies and activities funded under Title IV, Part A. Include the indicators, or measures/data points used to determine future program planning?

- Note: All planned activities must meet the authorized use of funds criteria located on the Title IV, Part A Authorized Use of Funds web page at https://www.cde.ca.gov/sp/st/tivpaauthuseoffunds.asp.

Date of LEA's last conducted needs assessment:

Title IV, Part A Program
Rural Education and Student Support Office
California Department of Education
Email: TitleIV@cde.ca.gov Web site: https://www.cde.ca.gov/sp/st/

California Department of Education
February 2022

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☒ Informational
☐ Action

AGENDA ITEM: CALIFORNIA DASHBOARD LOCAL INDICATORS

BACKGROUND INFORMATION:

The State Board of Education (SBE) approved standards for the local indicators that support LEAs in measuring and reporting their progress within the appropriate priority area.

For each local indicator, the performance standards are as follows:

1. Annually measure its progress in meeting the requirements of the specific LCFF priority; and
2. Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP; and
3. Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

An LEA uses the SBE-adopted self-reflection tools to report its progress through the Dashboard. The collection and reflection on locally available information relevant to progress regarding local priority areas will support LEAs in completing the self-reflection tools, reporting in the Dashboard, and in local planning and improvement efforts.

Provided an LEA satisfies the performance standards for each local indicator, the Dashboard will automatically assign a performance level of Met. If an LEA does not meet the performance standards, the Dashboard will automatically assign a performance level of Not Met or Not Met for Two or More Years, as applicable.

The purpose of the CA School Dashboard Local Indicator is to provide an understanding of the history behind the LCFF, the LCAP, California's accountability system, and the principles upon which they are based.

RECOMMENDATION:

Information only.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Goal 2: English Language and Academic Language Development ~ Goal 3: Student Engagement and School Culture ~ Goal 4: Social Emotional Well-Being and Mental Health ~ Goal 5: Parent Engagement

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

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

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0048 EDUCATION PROTECTION ACCOUNT (EPA) FOR 2023-24 SPENDING PLAN

BACKGROUND INFORMATION:
Proposition 55 amended Article XIII, Section 36 *(previously known as Proposition 30)* of the California Constitution effective November 8, 2016 which indicates that each school district, charter school, community college district, and county office of education must determine how monies received from the Education Protection Account (EPA) will be spent in its schools. It also requires the use of EPA funds to be determined by the governing board at an open public meeting. The goal of the EPA is to improve efficiency in current spending and obtain alternative sources of funding to support our educational programs.

The new revenues derived from Proposition 55 are deposited into a State account called Education Protection Account (EPA). Before June 30th of each year, the Chief Business Official will estimate the amount that will be transferred into the EPA. EPA revenue funds will be accounted for in Object Code 8012 and Resource Code 1400 and will be used for certificated teacher salary and benefits.

RECOMMENDATION:
Adopt Resolution No. 22/23-0048 to approve the Education Protection Account (EPA) spending plan for the 2023-24 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

REVENUE

(Amount)	(Name of funding source and/or location)
	Education Protection Account

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

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 22/23-0048

EDUCATION PROTECTION ACCOUNT (EPA) FUNDS

WHEREAS, the voters approved Proposition 55 on November 8, 2016;

WHEREAS, Proposition 55 amended Article XIII, Section 36 to the California Constitution effective November 8, 2016;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Chief Business Official shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of June 22, 2023;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Governing Board of the San Ysidro School District has determined to spend the monies received from the Education Protection Act for **2023-2024 fiscal year** as attached.

DATED: June 22, 2023

_____
Rosaleah Pallasigue
Board Member - President

_____
Irene Lopez
Board Member – Vice President

_____
Zenaida Rosario
Board Member - Clerk

_____
Rodolfo Lopez
Board Member

_____
Antonio Martinez
Board Member

For Fund 01, Resource 1400 Education Protection Account
2023-2024 EPA Spending Plan

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	806,215.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		806,215.00
EXPENDITURES AND OTHER FINANCING USES	**Function Codes**	
(Objects 1000-7999)		
Instruction	1000-1999	806,215.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		806,215.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: BUDGET ADOPTION FOR FISCAL YEAR 2023-24

BACKGROUND INFORMATION:
In accordance with the provisions of the Education Code Section 42103, each year the District is required to adopt a budget for the next fiscal year. The budget must be reviewed during a public hearing and the Board must consider any written comments received prior to the public hearing. The budget includes the budget assumptions, identifies the anticipated general fund revenues and expenditures, the fund balances of other District funds and multi-year projections.

A Notice of Public Hearing was published on the San Diego Union Tribune on May 12, 2023 and the proposed budget was made available for public inspection from June 5, 2023 to June 8, 2023. A public hearing took place on June 8, 2023. The District is presenting the proposed 2023-24 Budget for approval/adoption.

RECOMMENDATION:
Approve/Adopt the District's Budget for fiscal 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 2023-2024 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

San Ysidro School District EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

ADOPTED BUDGET 2023 - 2024

Regular Board Meeting
June 22, 2023

ANNUAL BUDGET REPORT:

July 1, 2023 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: SAN YSDIRO SCHOOL DISTRICT

Date: JUNE 5, 2023-JUNE 7, 2023

Public Hearing:

Place: OCEAN VIEW HILLS ELEMENTARY SCHOOL

Date: JUNE 8, 2023

Time: 6:00 PM

Adoption Date: JUNE 22, 2023

Signed:

Clerk/Secretary of the Governing Board

(Original signature required)

Contact person for additional information on the budget reports:

Name: MARILYN ADRIANZEN

Title: CHIEF BUSINESS OFFICIAL

Telephone: 619-428-4476

E-mail: marilyn.adrianzen@sysdschools.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
CRITERIA AND STANDARDS (continued)			**Met**	**Not Met**
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			**No**	**Yes**
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2022-23) annual payment?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation, employee health and welfare, or property and liability)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	06/22/2023	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

____ Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	$	
Less: Amount of total liabilities reserved in budget:	$	
Estimated accrued but unfunded liabilities:	$	0.00

X This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

____ This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: JUNE 22, 2023

For additional information on this certification, please contact:

Name: MARILYN ADRIANZEN
Title: CHIEF BUSINESS OFFICIAL
Telephone: 619-428-4476
E-mail: marilyn.adrianzen@sysdschools.org

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	54,817,203.00	175,814.00	54,993,017.00	57,432,598.00	233,940.00	57,666,538.00	4.9%
2) Federal Revenue		8100-8299	140,000.00	15,299,022.33	15,439,022.33	100,000.00	2,922,262.00	3,022,262.00	-80.4%
3) Other State Revenue		8300-8599	802,545.36	19,825,476.45	20,628,021.81	803,992.00	10,066,123.00	10,870,115.00	-47.3%
4) Other Local Revenue		8600-8799	93,000.00	4,651,487.81	4,744,487.81	100,000.00	3,034,219.00	3,134,219.00	-33.9%
5) TOTAL, REVENUES			55,852,748.36	39,951,800.59	95,804,548.95	58,436,590.00	16,256,544.00	74,693,134.00	-22.0%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	23,211,875.85	13,598,841.94	36,810,717.79	22,685,796.95	4,738,327.93	27,424,124.88	-25.5%
2) Classified Salaries		2000-2999	8,496,424.29	7,351,256.91	15,847,681.20	8,214,217.22	3,797,466.89	12,011,684.11	-24.2%
3) Employee Benefits		3000-3999	11,025,737.47	10,056,231.82	21,081,969.29	11,552,568.49	6,985,590.98	18,538,159.47	-12.1%
4) Books and Supplies		4000-4999	1,179,853.54	6,180,427.17	7,360,280.71	903,275.00	5,031,746.30	5,935,021.30	-19.4%
5) Services and Other Operating Expenditures		5000-5999	4,875,249.00	15,791,352.69	20,666,601.69	5,794,282.00	4,653,672.66	10,447,954.66	-49.4%
6) Capital Outlay		6000-6999	175,000.00	5,540,678.00	5,715,678.00	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	291,000.00	100,000.00	391,000.00	271,000.00	0.00	271,000.00	-30.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,173,019.59)	1,019,314.69	(153,704.90)	(723,968.00)	493,124.00	(230,844.00)	50.2%
9) TOTAL, EXPENDITURES			48,082,120.56	59,638,103.22	107,720,223.78	48,697,171.66	25,699,928.76	74,397,100.42	-30.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			7,770,627.80	(19,686,302.63)	(11,915,674.83)	9,739,418.34	(9,443,384.76)	296,033.58	-102.5%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	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	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(9,729,960.86)	9,729,960.86	0.00	(9,643,384.76)	9,643,384.76	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(9,729,960.86)	9,729,960.86	0.00	(9,643,384.76)	9,643,384.76	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,959,333.06)	(9,956,341.77)	(11,915,674.83)	96,033.58	200,000.00	296,033.58	-102.5%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	5,105,673.11	12,133,443.70	17,239,116.81	3,146,340.05	2,177,101.93	5,323,441.98	-69.1%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
c) As of July 1 - Audited (F1a + F1b)			5,105,673.11	12,133,443.70	17,239,116.81	3,146,340.05	2,177,101.93	5,323,441.98	-69.1%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,105,673.11	12,133,443.70	17,239,116.81	3,146,340.05	2,177,101.93	5,323,441.98	-69.1%
2) Ending Balance, June 30 (E + F1e)			3,146,340.05	2,177,101.93	5,323,441.98	3,242,373.63	2,377,101.93	5,619,475.56	5.6%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	2,177,101.93	2,177,101.93	0.00	2,377,101.93	2,377,101.93	9.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	10,331.00	0.00	10,331.00	960,459.00	0.00	960,459.00	9,196.9%
16-17 ADA Overstatement Repayment	0000	9780			*0.00*	*220,626.00*		*220,626.00*	
16-17 ADA Overstatement Repayment	1100	9780			*0.00*	*729,502.00*		*729,502.00*	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	3,086,008.00	0.00	3,086,008.00	2,231,913.00	0.00	2,231,913.00	-27.7%
Unassigned/Unappropriated Amount		9790	1.05	0.00	1.05	1.63	0.00	1.63	55.2%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals Unrestricted (A)	2022-23 Estimated Actuals Restricted (B)	2022-23 Estimated Actuals Total Fund col. A + B (C)	2023-24 Budget Unrestricted (D)	2023-24 Budget Restricted (E)	2023-24 Budget Total Fund col. D + E (F)	% Diff Column C & F
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00	0.00	0.00				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	26,684,539.00	0.00	26,684,539.00	25,292,501.00	0.00	25,292,501.00	-5.2%
Education Protection Account State Aid - Current Year		8012	828,452.00	0.00	828,452.00	806,215.00	0.00	806,215.00	-2.7%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	128,457.00	0.00	128,457.00	145,584.00	0.00	145,584.00	13.3%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	24,176,301.00	0.00	24,176,301.00	27,815,853.00	0.00	27,815,853.00	15.1%
Unsecured Roll Taxes		8042	813,031.00	0.00	813,031.00	913,836.00	0.00	913,836.00	12.4%
Prior Years' Taxes		8043	(30,609.00)	0.00	(30,609.00)	(44,385.00)	0.00	(44,385.00)	45.0%
Supplemental Taxes		8044	690,090.00	0.00	690,090.00	969,841.00	0.00	969,841.00	40.5%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Education Revenue Augmentation Fund (ERAF)		8045	(48,460.00)	0.00	(48,460.00)	(57,322.00)	0.00	(57,322.00)	18.3%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,575,402.00	0.00	1,575,402.00	1,590,475.00	0.00	1,590,475.00	1.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			54,817,203.00	0.00	54,817,203.00	57,432,598.00	0.00	57,432,598.00	4.8%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	175,814.00	175,814.00	0.00	233,940.00	233,940.00	33.1%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			54,817,203.00	175,814.00	54,993,017.00	57,432,598.00	233,940.00	57,666,538.00	4.9%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	868,487.00	868,487.00	0.00	939,155.00	939,155.00	8.1%
Special Education Discretionary Grants		8182	0.00	85,379.00	85,379.00	0.00	94,072.00	94,072.00	10.2%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		2,873,315.44	2,873,315.44		1,248,880.00	1,248,880.00	-56.5%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		394,542.00	394,542.00		150,143.00	150,143.00	-61.9%
Title III, Part A, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290		488,891.00	488,891.00		310,780.00	310,780.00	-36.4%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		880,617.82	880,617.82		179,232.00	179,232.00	-79.6%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	140,000.00	9,707,790.07	9,847,790.07	100,000.00	0.00	100,000.00	-99.0%
TOTAL, FEDERAL REVENUE			140,000.00	15,299,022.33	15,439,022.33	100,000.00	2,922,262.00	3,022,262.00	-80.4%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	136,825.36	0.00	136,825.36	146,282.00	0.00	146,282.00	6.9%
Lottery - Unrestricted and Instructional Materials		8560	665,720.00	262,372.00	928,092.00	657,710.00	259,215.00	916,925.00	-1.2%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	19,563,104.45	19,563,104.45	0.00	9,806,908.00	9,806,908.00	-49.9%
TOTAL, OTHER STATE REVENUE			802,545.36	19,825,476.45	20,628,021.81	803,992.00	10,066,123.00	10,870,115.00	-47.3%
OTHER LOCAL REVENUE									

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	200,000.00	200,000.00	New
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	65,000.00	0.00	65,000.00	100,000.00	0.00	100,000.00	53.8%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	1,034,202.81	1,034,202.81	0.00	0.00	0.00	-100.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	28,000.00	539,742.00	567,742.00	0.00	0.00	0.00	-100.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		3,077,543.00	3,077,543.00		2,834,219.00	2,834,219.00	-7.9%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			93,000.00	4,651,487.81	4,744,487.81	100,000.00	3,034,219.00	3,134,219.00	-33.9%
TOTAL, REVENUES			55,852,748.36	39,951,800.59	95,804,548.95	58,436,590.00	16,256,544.00	74,693,134.00	-22.0%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	19,865,274.43	11,587,755.27	31,453,029.70	19,894,190.51	4,092,530.89	23,986,721.40	-23.7%
Certificated Pupil Support Salaries		1200	814,627.88	1,606,899.89	2,421,527.77	755,083.74	293,093.66	1,048,177.40	-56.7%
Certificated Supervisors' and Administrators' Salaries		1300	2,531,973.54	404,186.78	2,936,160.32	2,036,522.70	352,703.38	2,389,226.08	-18.6%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			23,211,875.85	13,598,841.94	36,810,717.79	22,685,796.95	4,738,327.93	27,424,124.88	-25.5%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	100,000.00	4,704,820.94	4,804,820.94	0.00	2,842,162.02	2,842,162.02	-40.8%
Classified Support Salaries		2200	3,324,256.52	553,407.71	3,877,664.23	3,394,081.38	538,795.89	3,932,877.27	1.4%
Classified Supervisors' and Administrators' Salaries		2300	683,461.47	232,622.65	916,084.12	601,082.25	190,376.60	791,458.85	-13.6%
Clerical, Technical and Office Salaries		2400	2,923,898.72	380,405.61	3,304,304.33	2,911,492.72	226,132.38	3,137,625.10	-5.0%
Other Classified Salaries		2900	1,464,807.58	1,480,000.00	2,944,807.58	1,307,560.87	0.00	1,307,560.87	-55.6%
TOTAL, CLASSIFIED SALARIES			8,496,424.29	7,351,256.91	15,847,681.20	8,214,217.22	3,797,466.89	12,011,684.11	-24.2%
EMPLOYEE BENEFITS									
STRS		3101-3102	3,704,743.59	6,403,417.17	10,108,160.76	4,352,365.67	3,823,514.84	8,175,880.51	-19.1%
PERS		3201-3202	1,911,909.67	1,396,829.06	3,308,738.73	1,877,194.73	1,140,300.96	3,017,495.69	-8.8%
OASDI/Medicare/Alternative		3301-3302	911,765.71	401,961.39	1,313,727.10	859,126.40	398,828.77	1,257,955.17	-4.2%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Health and Welfare Benefits		3401-3402	3,039,250.00	1,498,170.00	4,537,420.00	3,008,250.00	1,398,850.00	4,407,100.00	-2.9%
Unemployment Insurance		3501-3502	157,739.13	62,354.69	220,093.82	19,777.93	4,467.61	24,245.54	-89.0%
Workers' Compensation		3601-3602	730,329.37	293,499.51	1,023,828.88	751,774.55	219,628.80	971,403.35	-5.1%
OPEB, Allocated		3701-3702	570,000.00	0.00	570,000.00	684,000.00	0.00	684,000.00	20.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	79.21	0.00	79.21	New
TOTAL, EMPLOYEE BENEFITS			11,025,737.47	10,056,231.82	21,081,969.29	11,552,568.49	6,985,590.98	18,538,159.47	-12.1%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	62,000.00	1,189,955.47	1,251,955.47	50,000.00	259,215.00	309,215.00	-75.3%
Books and Other Reference Materials		4200	12,000.00	44,083.83	56,083.83	0.00	0.00	0.00	-100.0%
Materials and Supplies		4300	945,853.54	3,944,101.87	4,889,955.41	803,275.00	4,772,531.30	5,575,806.30	14.0%
Noncapitalized Equipment		4400	160,000.00	1,002,286.00	1,162,286.00	50,000.00	0.00	50,000.00	-95.7%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,179,853.54	6,180,427.17	7,360,280.71	903,275.00	5,031,746.30	5,935,021.30	-19.4%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	30,900.00	248,661.00	279,561.00	42,000.00	104,807.38	146,807.38	-47.5%
Dues and Memberships		5300	46,350.00	0.00	46,350.00	26,000.00	0.00	26,000.00	-43.9%
Insurance		5400 - 5450	1,500,000.00	0.00	1,500,000.00	1,600,000.00	0.00	1,600,000.00	6.7%
Operations and Housekeeping Services		5500	1,460,000.00	0.00	1,460,000.00	1,600,000.00	100,000.00	1,700,000.00	16.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	590,000.00	1,207,001.00	1,797,001.00	515,000.00	789,276.91	1,304,276.91	-27.4%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,118,699.00	14,335,690.69	15,454,389.69	1,901,282.00	3,659,588.37	5,560,870.37	-64.0%
Communications		5900	129,300.00	0.00	129,300.00	110,000.00	0.00	110,000.00	-14.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,875,249.00	15,791,352.69	20,666,601.69	5,794,282.00	4,653,672.66	10,447,954.66	-49.4%
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	4,540,678.00	4,540,678.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	175,000.00	1,000,000.00	1,175,000.00	0.00	0.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			175,000.00	5,540,678.00	5,715,678.00	0.00	0.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	20,000.00	100,000.00	120,000.00	0.00	0.00	0.00	-100.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	271,000.00	0.00	271,000.00	271,000.00	0.00	271,000.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			291,000.00	100,000.00	391,000.00	271,000.00	0.00	271,000.00	-30.7%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals Unrestricted (A)	2022-23 Estimated Actuals Restricted (B)	2022-23 Estimated Actuals Total Fund col. A + B (C)	2023-24 Budget Unrestricted (D)	2023-24 Budget Restricted (E)	2023-24 Budget Total Fund col. D + E (F)	% Diff Column C & F
Transfers of Indirect Costs		7310	(1,019,314.69)	1,019,314.69	0.00	(493,124.00)	493,124.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(153,704.90)	0.00	(153,704.90)	(230,844.00)	0.00	(230,844.00)	50.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,173,019.59)	1,019,314.69	(153,704.90)	(723,968.00)	493,124.00	(230,844.00)	50.2%
TOTAL, EXPENDITURES			48,082,120.56	59,638,103.22	107,720,223.78	48,697,171.66	25,699,928.76	74,397,100.42	-30.9%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	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	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals Unrestricted (A)	2022-23 Estimated Actuals Restricted (B)	2022-23 Estimated Actuals Total Fund col. A + B (C)	2023-24 Budget Unrestricted (D)	2023-24 Budget Restricted (E)	2023-24 Budget Total Fund col. D + E (F)	% Diff Column C & F
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	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	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(9,729,960.86)	9,729,960.86	0.00	(9,643,384.76)	9,643,384.76	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(9,729,960.86)	9,729,960.86	0.00	(9,643,384.76)	9,643,384.76	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(9,729,960.86)	9,729,960.86	0.00	(9,643,384.76)	9,643,384.76	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals Unrestricted (A)	2022-23 Estimated Actuals Restricted (B)	2022-23 Estimated Actuals Total Fund col. A + B (C)	2023-24 Budget Unrestricted (D)	2023-24 Budget Restricted (E)	2023-24 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	54,817,203.00	175,814.00	54,993,017.00	57,432,598.00	233,940.00	57,666,538.00	4.9%
2) Federal Revenue		8100-8299	140,000.00	15,299,022.33	15,439,022.33	100,000.00	2,922,262.00	3,022,262.00	-80.4%
3) Other State Revenue		8300-8599	802,545.36	19,825,476.45	20,628,021.81	803,992.00	10,066,123.00	10,870,115.00	-47.3%
4) Other Local Revenue		8600-8799	93,000.00	4,651,487.81	4,744,487.81	100,000.00	3,034,219.00	3,134,219.00	-33.9%
5) TOTAL, REVENUES			55,852,748.36	39,951,800.59	95,804,548.95	58,436,590.00	16,256,544.00	74,693,134.00	-22.0%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		27,903,952.12	46,705,023.39	74,608,975.51	27,936,684.48	21,689,707.68	49,626,392.16	-33.5%
2) Instruction - Related Services	2000-2999		5,292,947.53	571,662.56	5,864,610.09	4,756,839.87	485,661.71	5,242,501.58	-10.6%
3) Pupil Services	3000-3999		3,716,812.17	2,514,237.24	6,231,049.41	4,261,428.22	731,435.37	4,992,863.59	-19.9%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		5,857,634.14	1,390,849.51	7,248,483.65	6,824,535.55	493,124.00	7,317,659.55	1.0%
8) Plant Services	8000-8999		5,019,774.60	8,356,330.52	13,376,105.12	4,646,683.54	2,300,000.00	6,946,683.54	-48.1%
9) Other Outgo	9000-9999	Except 7600-7699	291,000.00	100,000.00	391,000.00	271,000.00	0.00	271,000.00	-30.7%
10) TOTAL, EXPENDITURES			48,082,120.56	59,638,103.22	107,720,223.78	48,697,171.66	25,699,928.76	74,397,100.42	-30.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			7,770,627.80	(19,686,302.63)	(11,915,674.83)	9,739,418.34	(9,443,384.76)	296,033.58	-102.5%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	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	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(9,729,960.86)	9,729,960.86	0.00	(9,643,384.76)	9,643,384.76	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(9,729,960.86)	9,729,960.86	0.00	(9,643,384.76)	9,643,384.76	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,959,333.06)	(9,956,341.77)	(11,915,674.83)	96,033.58	200,000.00	296,033.58	-102.5%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	5,105,673.11	12,133,443.70	17,239,116.81	3,146,340.05	2,177,101.93	5,323,441.98	-69.1%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,105,673.11	12,133,443.70	17,239,116.81	3,146,340.05	2,177,101.93	5,323,441.98	-69.1%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,105,673.11	12,133,443.70	17,239,116.81	3,146,340.05	2,177,101.93	5,323,441.98	-69.1%
2) Ending Balance, June 30 (E + F1e)			3,146,340.05	2,177,101.93	5,323,441.98	3,242,373.63	2,377,101.93	5,619,475.56	5.6%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	50,000.00	0.00	50,000.00	50,000.00	0.00	50,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	2,177,101.93	2,177,101.93	0.00	2,377,101.93	2,377,101.93	9.2%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	10,331.00	0.00	10,331.00	960,459.00	0.00	960,459.00	9,196.9%
16-17 ADA Overstatement Repayment	0000	9780			*0.00*	*220,626.00*		*220,626.00*	
16-17 ADA Overstatement Repayment	1100	9780			*0.00*	*729,502.00*		*729,502.00*	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	3,086,008.00	0.00	3,086,008.00	2,231,913.00	0.00	2,231,913.00	-27.7%
Unassigned/Unappropriated Amount		9790	1.05	0.00	1.05	1.63	0.00	1.63	55.2%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
6266	Educator Effectiveness, FY 2021-22	262,423.57	262,423.57
6500	Special Education	2,801.72	2,801.72
6537	Special Ed: Learning Recovery Support	3,247.00	3,247.00
6547	Special Education Early Intervention Preschool Grant	432,852.00	432,852.00
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	221,522.00	221,522.00
7121	Distance Learning California Advanced Services Fund	5,076.45	5,076.45
7311	Classified School Employee Professional Development Block Grant	33,138.00	33,138.00
7388	SB 117 COVID-19 LEA Response Funds	14,921.29	14,921.29
7425	Expanded Learning Opportunities (ELO) Grant	317,394.83	317,394.83
7510	Low-Performing Students Block Grant	71,929.00	71,929.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	535,329.60	535,329.60
9010	Other Restricted Local	276,466.47	476,466.47
Total, Restricted Balance		2,177,101.93	2,377,101.93

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	40,809.41	40,809.41	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			40,809.41	40,809.41	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			40,809.41	40,809.41	0.0%
2) Ending Balance, June 30 (E + F1e)			40,809.41	40,809.41	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	40,809.41	40,809.41	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	40,809.41	40,809.41	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			40,809.41	40,809.41	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			40,809.41	40,809.41	0.0%
2) Ending Balance, June 30 (E + F1e)			40,809.41	40,809.41	0.0%
Components of Ending Fund Balance					

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	40,809.41	40,809.41	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
8210	Student Activity Funds	40,809.41	40,809.41
Total, Restricted Balance		40,809.41	40,809.41

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	568,934.42	400,000.00	-29.7%
3) Other State Revenue		8300-8599	1,669,947.00	1,669,947.00	0.0%
4) Other Local Revenue		8600-8799	82,780.73	80,439.13	-2.8%
5) TOTAL, REVENUES			2,321,662.15	2,150,386.13	-7.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	709,567.07	662,505.19	-6.6%
2) Classified Salaries		2000-2999	541,229.62	482,611.58	-10.8%
3) Employee Benefits		3000-3999	377,641.91	384,850.25	1.9%
4) Books and Supplies		4000-4999	478,052.91	419,800.11	-12.2%
5) Services and Other Operating Expenditures		5000-5999	141,687.74	100,000.00	-29.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	73,482.90	99,119.00	34.9%
9) TOTAL, EXPENDITURES			2,321,662.15	2,148,886.13	-7.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	1,500.00	New
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	1,500.00	New
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	404,990.76	404,990.76	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			404,990.76	404,990.76	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			404,990.76	404,990.76	0.0%
2) Ending Balance, June 30 (E + F1e)			404,990.76	406,490.76	0.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	404,990.76	406,490.76	0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	472,550.25	400,000.00	-15.4%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	96,384.17	0.00	-100.0%
TOTAL, FEDERAL REVENUE			568,934.42	400,000.00	-29.7%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,669,947.00	1,669,947.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,669,947.00	1,669,947.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	3,000.00	6,500.00	116.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	73,939.13	73,939.13	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	5,841.60	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			82,780.73	80,439.13	-2.8%
TOTAL, REVENUES			2,321,662.15	2,150,386.13	-7.4%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	528,686.98	494,303.40	-6.5%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	180,880.09	168,201.79	-7.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			709,567.07	662,505.19	-6.6%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	314,195.49	230,775.34	-26.6%
Classified Support Salaries		2200	145,455.29	183,847.36	26.4%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	81,578.84	67,988.88	-16.7%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			541,229.62	482,611.58	-10.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	104,863.44	117,167.44	11.7%
PERS		3201-3202	96,269.22	68,571.17	-28.8%
OASDI/Medicare/Alternative		3301-3302	43,054.83	34,750.69	-19.3%
Health and Welfare Benefits		3401-3402	100,700.00	136,500.00	35.6%
Unemployment Insurance		3501-3502	5,349.07	552.85	-89.7%
Workers' Compensation		3601-3602	27,405.35	27,308.10	-0.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			377,641.91	384,850.25	1.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	478,052.91	419,800.11	-12.2%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			478,052.91	419,800.11	-12.2%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	39,900.00	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	101,787.74	100,000.00	-1.8%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			141,687.74	100,000.00	-29.4%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	73,482.90	99,119.00	34.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			73,482.90	99,119.00	34.9%
TOTAL, EXPENDITURES			2,321,662.15	2,148,886.13	-7.4%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	568,934.42	400,000.00	-29.7%
3) Other State Revenue		8300-8599	1,669,947.00	1,669,947.00	0.0%
4) Other Local Revenue		8600-8799	82,780.73	80,439.13	-2.8%
5) TOTAL, REVENUES			2,321,662.15	2,150,386.13	-7.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,378,468.83	1,479,411.51	7.3%
2) Instruction - Related Services	2000-2999		324,422.83	321,334.30	-1.0%
3) Pupil Services	3000-3999		134,192.25	165,492.42	23.3%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		73,482.90	99,119.00	34.9%
8) Plant Services	8000-8999		411,095.34	83,528.90	-79.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,321,662.15	2,148,886.13	-7.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			0.00	1,500.00	New
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	1,500.00	New
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	404,990.76	404,990.76	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			404,990.76	404,990.76	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			404,990.76	404,990.76	0.0%
2) Ending Balance, June 30 (E + F1e)			404,990.76	406,490.76	0.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	404,990.76	406,490.76	0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
5058	Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	84,341.25	84,341.25
5059	Child Development: ARP California State Preschool Program One-time Stipend	96,384.17	96,384.17
6130	Child Development: Center-Based Reserve Account	214,211.09	215,711.09
9010	Other Restricted Local	10,054.25	10,054.25
Total, Restricted Balance		404,990.76	406,490.76

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,449,662.01	1,975,000.00	-19.4%
3) Other State Revenue		8300-8599	578,096.00	750,000.00	29.7%
4) Other Local Revenue		8600-8799	4,000.00	20,000.00	400.0%
5) TOTAL, REVENUES			3,031,758.01	2,745,000.00	-9.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,118,328.02	927,949.60	-17.0%
3) Employee Benefits		3000-3999	460,509.29	509,001.07	10.5%
4) Books and Supplies		4000-4999	1,174,033.69	1,166,324.33	-0.7%
5) Services and Other Operating Expenditures		5000-5999	111,086.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	80,222.00	131,725.00	64.2%
9) TOTAL, EXPENDITURES			2,944,179.00	2,735,000.00	-7.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			87,579.01	10,000.00	-88.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			87,579.01	10,000.00	-88.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	821,075.28	908,654.29	10.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			821,075.28	908,654.29	10.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			821,075.28	908,654.29	10.7%
2) Ending Balance, June 30 (E + F1e)			908,654.29	918,654.29	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	908,654.71	918,654.71	1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(.42)	(.42)	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Child Nutrition Programs		8220	2,449,662.01	1,975,000.00	-19.4%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			2,449,662.01	1,975,000.00	-19.4%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	578,096.00	750,000.00	29.7%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			578,096.00	750,000.00	29.7%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	4,000.00	20,000.00	400.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,000.00	20,000.00	400.0%
TOTAL, REVENUES			3,031,758.01	2,745,000.00	-9.5%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	920,627.59	856,830.33	-6.9%
Classified Supervisors' and Administrators' Salaries		2300	133,226.89	0.00	-100.0%
Clerical, Technical and Office Salaries		2400	64,473.54	71,119.27	10.3%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,118,328.02	927,949.60	-17.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	203,738.81	215,451.70	5.7%
OASDI/Medicare/Alternative		3301-3302	63,260.85	65,415.02	3.4%
Health and Welfare Benefits		3401-3402	166,250.00	204,750.00	23.2%
Unemployment Insurance		3501-3502	4,589.29	463.98	-89.9%
Workers' Compensation		3601-3602	22,670.34	22,920.37	1.1%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			460,509.29	509,001.07	10.5%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	165,436.00	166,324.33	0.5%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	1,008,597.69	1,000,000.00	-0.9%
TOTAL, BOOKS AND SUPPLIES			1,174,033.69	1,166,324.33	-0.7%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	56,086.00	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	55,000.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			111,086.00	0.00	-100.0%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	80,222.00	131,725.00	64.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			80,222.00	131,725.00	64.2%
TOTAL, EXPENDITURES			2,944,179.00	2,735,000.00	-7.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	2,449,662.01	1,975,000.00	-19.4%
3) Other State Revenue		8300-8599	578,096.00	750,000.00	29.7%
4) Other Local Revenue		8600-8799	4,000.00	20,000.00	400.0%
5) TOTAL, REVENUES			3,031,758.01	2,745,000.00	-9.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		2,863,957.00	2,603,275.00	-9.1%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		80,222.00	131,725.00	64.2%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,944,179.00	2,735,000.00	-7.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			87,579.01	10,000.00	-88.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			87,579.01	10,000.00	-88.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	821,075.28	908,654.29	10.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			821,075.28	908,654.29	10.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			821,075.28	908,654.29	10.7%
2) Ending Balance, June 30 (E + F1e)			908,654.29	918,654.29	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	908,654.71	918,654.71	1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(.42)	(.42)	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	433,198.72	443,198.72
5316	Child Nutrition: COVID CARES Act Supplemental Meal Reimbursement	7,834.50	7,834.50
5465	Child Nutrition: SNP COVID-19 Emergency Operational Costs Reimbursement (ECR)	32,476.75	32,476.75
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	99,662.01	99,662.01
5810	Other Restricted Federal	3,063.00	3,063.00
7027	Child Nutrition: COVID State Supplemental Meal Reimbursement	312,419.73	312,419.73
9010	Other Restricted Local	20,000.00	20,000.00
Total, Restricted Balance		908,654.71	918,654.71

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	100,000.00	200,000.00	100.0%
5) TOTAL, REVENUES			100,000.00	200,000.00	100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			100,000.00	200,000.00	100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			100,000.00	200,000.00	100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,522,329.46	19,622,329.46	0.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,522,329.46	19,622,329.46	0.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,522,329.46	19,622,329.46	0.5%
2) Ending Balance, June 30 (E + F1e)			19,622,329.46	19,822,329.46	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	19,622,329.46	19,822,329.46	1.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	100,000.00	200,000.00	100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			100,000.00	200,000.00	100.0%
TOTAL, REVENUES			100,000.00	200,000.00	100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	100,000.00	200,000.00	100.0%
5) TOTAL, REVENUES			100,000.00	200,000.00	100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			100,000.00	200,000.00	100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			100,000.00	200,000.00	100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,522,329.46	19,622,329.46	0.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,522,329.46	19,622,329.46	0.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,522,329.46	19,622,329.46	0.5%
2) Ending Balance, June 30 (E + F1e)			19,622,329.46	19,822,329.46	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	19,622,329.46	19,822,329.46	1.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	19,622,329.46	19,822,329.46
Total, Restricted Balance		19,622,329.46	19,822,329.46

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	565,000.00	55,000.00	-90.3%
5) TOTAL, REVENUES			565,000.00	55,000.00	-90.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			565,000.00	55,000.00	-90.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			565,000.00	55,000.00	-90.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,499,013.50	5,064,013.50	12.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,499,013.50	5,064,013.50	12.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,499,013.50	5,064,013.50	12.6%
2) Ending Balance, June 30 (E + F1e)			5,064,013.50	5,119,013.50	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,064,013.50	5,119,013.50	1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	15,000.00	55,000.00	266.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	550,000.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			565,000.00	55,000.00	-90.3%
TOTAL, REVENUES			565,000.00	55,000.00	-90.3%
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	565,000.00	55,000.00	-90.3%
5) TOTAL, REVENUES			565,000.00	55,000.00	-90.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			565,000.00	55,000.00	-90.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			565,000.00	55,000.00	-90.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,499,013.50	5,064,013.50	12.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,499,013.50	5,064,013.50	12.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,499,013.50	5,064,013.50	12.6%
2) Ending Balance, June 30 (E + F1e)			5,064,013.50	5,119,013.50	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,064,013.50	5,119,013.50	1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	5,064,013.50	5,119,013.50
Total, Restricted Balance		5,064,013.50	5,119,013.50

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,000.00	70,000.00	775.0%
5) TOTAL, REVENUES			8,000.00	70,000.00	775.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			8,000.00	70,000.00	775.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			8,000.00	70,000.00	775.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,100,991.55	6,108,991.55	0.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,100,991.55	6,108,991.55	0.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,100,991.55	6,108,991.55	0.1%
2) Ending Balance, June 30 (E + F1e)			6,108,991.55	6,178,991.55	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,108,991.55	6,178,991.55	1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	8,000.00	70,000.00	775.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,000.00	70,000.00	775.0%
TOTAL, REVENUES			8,000.00	70,000.00	775.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,000.00	70,000.00	775.0%
5) TOTAL, REVENUES			8,000.00	70,000.00	775.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			8,000.00	70,000.00	775.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			8,000.00	70,000.00	775.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,100,991.55	6,108,991.55	0.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,100,991.55	6,108,991.55	0.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,100,991.55	6,108,991.55	0.1%
2) Ending Balance, June 30 (E + F1e)			6,108,991.55	6,178,991.55	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	6,108,991.55	6,178,991.55	1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
7710	State School Facilities Projects	8,000.00	78,000.00
9010	Other Restricted Local	6,100,991.55	6,100,991.55
Total, Restricted Balance		6,108,991.55	6,178,991.55

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	96,956.35	96,956.35	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			96,956.35	96,956.35	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			96,956.35	96,956.35	0.0%
2) Ending Balance, June 30 (E + F1e)			96,956.35	96,956.35	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	96,956.35	96,956.35	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			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	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: Special Reserve Fund From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: Special Reserve Fund To: General Fund/CSSF		7612	0.00	0.00	0.0%
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	96,956.35	96,956.35	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			96,956.35	96,956.35	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			96,956.35	96,956.35	0.0%
2) Ending Balance, June 30 (E + F1e)			96,956.35	96,956.35	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	96,956.35	96,956.35	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	96,956.35	96,956.35
Total, Restricted Balance		96,956.35	96,956.35

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,321,984.00	3,966,992.00	19.4%
5) TOTAL, REVENUES			3,321,984.00	3,966,992.00	19.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,018,100.00	3,540,000.00	17.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,018,100.00	3,540,000.00	17.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			303,884.00	426,992.00	40.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			303,884.00	426,992.00	40.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,963,875.82	4,267,759.82	7.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,963,875.82	4,267,759.82	7.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,963,875.82	4,267,759.82	7.7%
2) Ending Balance, June 30 (E + F1e)			4,267,759.82	4,694,751.82	10.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,267,759.82	4,694,751.82	10.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	3,314,984.00	3,957,992.00	19.4%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	7,000.00	9,000.00	28.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,321,984.00	3,966,992.00	19.4%
TOTAL, REVENUES			3,321,984.00	3,966,992.00	19.4%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	1,973,100.00	1,940,000.00	-1.7%
Other Debt Service - Principal		7439	1,045,000.00	1,600,000.00	53.1%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,018,100.00	3,540,000.00	17.3%
TOTAL, EXPENDITURES			3,018,100.00	3,540,000.00	17.3%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,321,984.00	3,966,992.00	19.4%
5) TOTAL, REVENUES			3,321,984.00	3,966,992.00	19.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	3,018,100.00	3,540,000.00	17.3%
10) TOTAL, EXPENDITURES			3,018,100.00	3,540,000.00	17.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			303,884.00	426,992.00	40.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			303,884.00	426,992.00	40.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,963,875.82	4,267,759.82	7.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,963,875.82	4,267,759.82	7.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,963,875.82	4,267,759.82	7.7%
2) Ending Balance, June 30 (E + F1e)			4,267,759.82	4,694,751.82	10.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,267,759.82	4,694,751.82	10.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	4,267,759.82	4,694,751.82
Total, Restricted Balance		4,267,759.82	4,694,751.82

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,744,476.00	12,744,476.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,744,476.00	12,744,476.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,744,476.00	12,744,476.00	0.0%
2) Ending Balance, June 30 (E + F1e)			12,744,476.00	12,744,476.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	12,744,476.00	12,744,476.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	0.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: Bond Interest and Redemption Fund To: General Fund		7614	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	12,744,476.00	12,744,476.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,744,476.00	12,744,476.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,744,476.00	12,744,476.00	0.0%
2) Ending Balance, June 30 (E + F1e)			12,744,476.00	12,744,476.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	12,744,476.00	12,744,476.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	12,744,476.00	12,744,476.00
Total, Restricted Balance		12,744,476.00	12,744,476.00

Description	2022-23 Estimated Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	3,864.99	3,864.99	4,131.72	3,787.69	3,787.69	4,021.24
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	3,864.99	3,864.99	4,131.72	3,787.69	3,787.69	4,021.24
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	10.84	10.84	10.84	9.84	9.84	9.84
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	10.84	10.84	10.84	9.84	9.84	9.84
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	3,875.83	3,875.83	4,142.56	3,797.53	3,797.53	4,031.08
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2022-23 Estimated Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2022-23 Estimated Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	36,810,717.79	301	0.00	303	36,810,717.79	305	469,469.23		307	36,341,248.56	309
2000 - Classified Salaries	15,847,681.20	311	0.00	313	15,847,681.20	315	416,259.90		317	15,431,421.30	319
3000 - Employee Benefits	21,081,969.29	321	570,000.00	323	20,511,969.29	325	444,292.66		327	20,067,676.63	329
4000 - Books, Supplies Equip Replace. (6500)	7,360,280.71	331	0.00	333	7,360,280.71	335	1,114,663.47		337	6,245,617.24	339
5000 - Services. . . & 7300 - Indirect Costs	20,512,896.79	341	656,188.75	343	19,856,708.04	345	628,032.00		347	19,228,676.04	349
				TOTAL	100,387,357.03	365			TOTAL	97,314,639.77	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011	1100	31,453,029.70	375
2. Salaries of Instructional Aides Per EC 41011	2100	4,804,820.94	380
3. STRS	3101 & 3102	9,452,685.02	382
4. PERS	3201 & 3202	1,331,652.11	383
5. OASDI - Regular, Medicare and Alternative	3301 & 3302	690,527.19	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)	3401 & 3402	3,128,069.00	385
7. Unemployment Insurance	3501 & 3502	150,761.23	390
8. Workers' Compensation Insurance	3601 & 3602	731,295.64	392
9. OPEB, Active Employees (EC 41372)	3751 & 3752	0.00	
10. Other Benefits (EC 22310)	3901 & 3902	0.00	393

11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)	51,742,840.83	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)	50,739.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		396
14. TOTAL SALARIES AND BENEFITS	51,692,101.83	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372	53.12%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	53.12%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	6.88%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	97,314,639.77
5. Deficiency Amount (Part III, Line 3 times Line 4)	6,695,247.22

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	27,424,124.88	301	0.00	303	27,424,124.88	305	530,282.93		307	26,893,841.95	309
2000 - Classified Salaries	12,011,684.11	311	0.00	313	12,011,684.11	315	416,840.63		317	11,594,843.48	319
3000 - Employee Benefits	18,538,159.47	321	684,000.00	323	17,854,159.47	325	393,637.58		327	17,460,521.89	329
4000 - Books, Supplies Equip Replace. (6500)	5,935,021.30	331	0.00	333	5,935,021.30	335	259,215.00		337	5,675,806.30	339
5000 - Services. . . & 7300 - Indirect Costs	10,217,110.66	341	0.00	343	10,217,110.66	345	200,000.00		347	10,017,110.66	349
				TOTAL	73,442,100.42	365			TOTAL	71,642,124.28	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011.	1100	23,986,721.40	375
2. Salaries of Instructional Aides Per EC 41011.	2100	2,842,162.02	380
3. STRS.	3101 & 3102	7,484,435.87	382
4. PERS.	3201 & 3202	978,219.23	383
5. OASDI - Regular, Medicare and Alternative.	3301 & 3302	601,772.43	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).	3401 & 3402	2,893,000.00	385
7. Unemployment Insurance.	3501 & 3502	18,266.47	390
8. Workers' Compensation Insurance.	3601 & 3602	676,329.06	392
9. OPEB, Active Employees (EC 41372).	3751 & 3752	0.00	
10. Other Benefits (EC 22310).	3901 & 3902	0.00	393

11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)	39,480,906.48	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)	50,739.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*		396
14. TOTAL SALARIES AND BENEFITS	39,430,167.48	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372	55.04%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')		

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	60.00%
2. Percentage spent by this district (Part II, Line 15)	55.04%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	4.96%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	71,642,124.28
5. Deficiency Amount (Part III, Line 3 times Line 4)	3,553,449.36

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Section I - Expenditures	Funds 01, 09, and 62			2022-23 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	107,720,223.78
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	15,446,219.27
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	5,715,678.00
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.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				5,986,678.00
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)				86,287,326.51

Section II - Expenditures Per ADA		**2022-23 Annual ADA/Exps. Per ADA**
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		3,875.83
B. Expenditures per ADA (Line I.E divided by Line II.A)		22,262.93

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	56,992,990.98	14,743.82
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)	56,992,990.98	14,743.82
B. Required effort (Line A.2 times 90%)	51,293,691.88	13,269.44
C. Current year expenditures (Line I.E and Line II.B)	86,287,326.51	22,262.93
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%

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.
   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) — 69,947,228.69

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) — 4.61%

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)	377,062.89
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)	6,606,787.27
9. Carry-Forward Adjustment (Part IV, Line F)	677,473.50
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	7,284,260.77
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	73,608,975.51
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	5,739,610.09
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	6,231,049.41
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)	7,802,175.48
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)	98,607,813.22
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)	6.70%
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)	7.39%

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)	6,606,787.27
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	677,473.50
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)	677,473.50
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)	677,473.50

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	2,743,055.00	134,416.00	4.90%
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	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	890,354.98		707,291.47	1,597,646.45
2. State Lottery Revenue	8560	665,720.00		262,372.00	928,092.00
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		1,556,074.98	0.00	969,663.47	2,525,738.45
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	436,660.87		0.00	436,660.87
2. Classified Salaries	2000-2999	0.00		0.00	0.00
3. Employee Benefits	3000-3999	189,911.13		0.00	189,911.13
4. Books and Supplies	4000-4999	85,000.00		969,663.47	1,054,663.47
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	100,000.00			100,000.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			0.00	0.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			0.00	0.00
6. Capital Outlay	6000-6999	15,000.00		0.00	15,000.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		826,572.00	0.00	969,663.47	1,796,235.47
C. ENDING BALANCE (Must equal Line A6 minus Line B12)	979Z	729,502.98	0.00	0.00	729,502.98
D. COMMENTS:					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund 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
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(230,844.00)				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
08 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								
09 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								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	99,119.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	131,725.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund 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
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund 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
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	0.00	0.00	230,844.00	(230,844.00)	0.00	0.00		

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 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	57,432,598.00	0.42%	57,676,016.00	0.86%	58,173,018.00
2. Federal Revenues	8100-8299	100,000.00	0.00%	100,000.00	0.00%	100,000.00
3. Other State Revenues	8300-8599	803,992.00	-3.32%	777,312.00	-1.62%	764,691.00
4. Other Local Revenues	8600-8799	100,000.00	0.00%	100,000.00	0.00%	100,000.00
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	(9,643,384.76)	3.11%	(9,943,385.00)	3.02%	(10,243,385.00)
6. Total (Sum lines A1 thru A5c)		48,793,205.24	-0.17%	48,709,943.00	0.38%	48,894,324.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				22,685,796.95		23,139,512.89
b. Step & Column Adjustment				453,715.94		347,092.69
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	22,685,796.95	2.00%	23,139,512.89	1.50%	23,486,605.58
2. Classified Salaries						
a. Base Salaries				8,214,217.22		8,378,501.56
b. Step & Column Adjustment				164,284.34		125,677.52
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,214,217.22	2.00%	8,378,501.56	1.50%	8,504,179.08
3. Employee Benefits	3000-3999	11,552,568.49	-3.59%	11,137,677.00	1.77%	11,334,924.00
4. Books and Supplies	4000-4999	903,275.00	1.02%	912,489.00	-0.63%	906,725.00
5. Services and Other Operating Expenditures	5000-5999	5,794,282.00	-1.96%	5,680,869.00	2.64%	5,830,844.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	271,000.00	0.00%	271,000.00	0.00%	271,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(723,968.00)	3.02%	(745,832.00)	2.64%	(765,522.00)
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)		48,697,171.66	0.16%	48,774,217.45	1.63%	49,568,755.66
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		96,033.58		(64,274.45)		(674,431.66)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		3,146,340.05		3,242,373.63		3,178,099.18
2. Ending Fund Balance (Sum lines C and D1)		3,242,373.63		3,178,099.18		2,503,667.52
3. Components of Ending Fund Balance						
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	960,459.00		857,962.00		147,724.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	2,231,913.00		2,270,137.00		2,305,943.00
2. Unassigned/Unappropriated	9790	1.63		.18		.52
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		3,242,373.63		3,178,099.18		2,503,667.52
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	2,231,913.00		2,270,137.00		2,305,943.00
c. Unassigned/Unappropriated	9790	1.63		.18		.52
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		2,231,914.63		2,270,137.18		2,305,943.52

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.

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 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	233,940.00	0.00%	233,940.00	0.00%	233,940.00
2. Federal Revenues	8100-8299	2,922,262.00	0.00%	2,922,262.00	0.00%	2,922,262.00
3. Other State Revenues	8300-8599	10,066,123.00	2.56%	10,323,800.00	2.21%	10,551,597.00
4. Other Local Revenues	8600-8799	3,034,219.00	0.00%	3,034,219.00	0.00%	3,034,219.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	9,643,384.76	3.11%	9,943,385.00	3.02%	10,243,385.00
6. Total (Sum lines A1 thru A5c)		25,899,928.76	2.15%	26,457,606.00	1.99%	26,985,403.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				4,738,327.93		4,833,094.47
b. Step & Column Adjustment				94,766.54		72,496.41
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	4,738,327.93	2.00%	4,833,094.47	1.50%	4,905,590.88
2. Classified Salaries						
a. Base Salaries				3,797,466.89		3,873,416.23
b. Step & Column Adjustment				75,949.34		58,101.24
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	3,797,466.89	2.00%	3,873,416.23	1.50%	3,931,517.47
3. Employee Benefits	3000-3999	6,985,590.98	11.73%	7,805,168.00	1.23%	7,901,047.00
4. Books and Supplies	4000-4999	5,031,746.30	1.02%	5,083,075.00	0.64%	5,115,605.00
5. Services and Other Operating Expenditures	5000-5999	4,653,672.66	3.02%	4,794,214.00	2.64%	4,920,781.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	493,124.00	3.02%	508,016.00	2.64%	521,428.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		25,699,928.76	4.66%	26,896,983.70	1.48%	27,295,969.35
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		200,000.00		(439,377.70)		(310,566.35)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		2,177,101.93		2,377,101.93		1,937,724.23
2. Ending Fund Balance (Sum lines C and D1)		2,377,101.93		1,937,724.23		1,627,157.88
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	2,377,101.93		1,937,724.23		1,627,157.88
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		2,377,101.93		1,937,724.23		1,627,157.88
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 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	57,666,538.00	0.42%	57,909,956.00	0.86%	58,406,958.00
2. Federal Revenues	8100-8299	3,022,262.00	0.00%	3,022,262.00	0.00%	3,022,262.00
3. Other State Revenues	8300-8599	10,870,115.00	2.13%	11,101,112.00	1.94%	11,316,288.00
4. Other Local Revenues	8600-8799	3,134,219.00	0.00%	3,134,219.00	0.00%	3,134,219.00
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)		74,693,134.00	0.64%	75,167,549.00	0.95%	75,879,727.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				27,424,124.88		27,972,607.36
b. Step & Column Adjustment				548,482.48		419,589.10
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	27,424,124.88	2.00%	27,972,607.36	1.50%	28,392,196.46
2. Classified Salaries						
a. Base Salaries				12,011,684.11		12,251,917.79
b. Step & Column Adjustment				240,233.68		183,778.76
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	12,011,684.11	2.00%	12,251,917.79	1.50%	12,435,696.55
3. Employee Benefits	3000-3999	18,538,159.47	2.18%	18,942,845.00	1.55%	19,235,971.00
4. Books and Supplies	4000-4999	5,935,021.30	1.02%	5,995,564.00	0.45%	6,022,330.00
5. Services and Other Operating Expenditures	5000-5999	10,447,954.66	0.26%	10,475,083.00	2.64%	10,751,625.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	271,000.00	0.00%	271,000.00	0.00%	271,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(230,844.00)	3.02%	(237,816.00)	2.64%	(244,094.00)
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)		74,397,100.42	1.71%	75,671,201.15	1.58%	76,864,725.01
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		296,033.58		(503,652.15)		(984,998.01)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		5,323,441.98		5,619,475.56		5,115,823.41
2. Ending Fund Balance (Sum lines C and D1)		5,619,475.56		5,115,823.41		4,130,825.40
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740	2,377,101.93		1,937,724.23		1,627,157.88
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	960,459.00		857,962.00		147,724.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	2,231,913.00		2,270,137.00		2,305,943.00
2. Unassigned/Unappropriated	9790	1.63		.18		.52
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		5,619,475.56		5,115,823.41		4,130,825.40
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	2,231,913.00		2,270,137.00		2,305,943.00
c. Unassigned/Unappropriated	9790	1.63		.18		.52
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(.42)		0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		2,231,914.21		2,270,137.18		2,305,943.52
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					

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		3,787.69		3,711.94		3,711.94
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		74,397,100.42		75,671,201.15		76,864,725.01
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)		74,397,100.42		75,671,201.15		76,864,725.01
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3.00%		3.00%		3.00%
e. Reserve Standard - By Percent (Line F3c times F3d)		2,231,913.01		2,270,136.03		2,305,941.75
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		2,231,913.01		2,270,136.03		2,305,941.75
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 approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):	3,787.69
District's ADA Standard Percentage Level:	**1.0%**

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2020-21)				
District Regular	4,208	4,203		
Charter School				
Total ADA	**4,208**	**4,203**	**0.1%**	**Met**
Second Prior Year (2021-22)				
District Regular	4,212	4,196		
Charter School				
Total ADA	**4,212**	**4,196**	**0.4%**	**Met**
First Prior Year (2022-23)				
District Regular	4,093	4,132		
Charter School		0		
Total ADA	**4,093**	**4,132**	**N/A**	**Met**
Budget Year (2023-24)				
District Regular	4,021			
Charter School	0			
Total ADA	**4,021**			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4): 3,787.7

District's Enrollment Standard Percentage Level: 1.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2020-21)				
District Regular	4,398	4,419		
Charter School				
Total Enrollment	**4,398**	**4,419**	**N/A**	**Met**
Second Prior Year (2021-22)				
District Regular	4,322	4,264		
Charter School				
Total Enrollment	**4,322**	**4,264**	**1.3%**	**Not Met**
First Prior Year (2022-23)				
District Regular	4,197	4,260		
Charter School				
Total Enrollment	**4,197**	**4,260**	**N/A**	**Met**
Budget Year (2023-24)				
District Regular	4,175			
Charter School				
Total Enrollment	**4,175**			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation: (required if NOT met)
The decline in enrollment is due to the impacts of COVID 19.

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation: (required if NOT met)

3. **CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2020-21)			
District Regular	4,203	4,419	
Charter School		0	
Total ADA/Enrollment	**4,203**	**4,419**	**95.1%**
Second Prior Year (2021-22)			
District Regular	3,844	4,264	
Charter School	0		
Total ADA/Enrollment	**3,844**	**4,264**	**90.2%**
First Prior Year (2022-23)			
District Regular	3,865	4,260	
Charter School			
Total ADA/Enrollment	**3,865**	**4,260**	**90.7%**
		Historical Average Ratio:	92.0%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**92.5%**

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2023-24)				
District Regular	3,788	4,175		
Charter School	0			
Total ADA/Enrollment	**3,788**	**4,175**	**90.7%**	**Met**
1st Subsequent Year (2024-25)				
District Regular	3,712	4,091		
Charter School				
Total ADA/Enrollment	**3,712**	**4,091**	**90.7%**	**Met**
2nd Subsequent Year (2025-26)				
District Regular	3,638	4,009		
Charter School				
Total ADA/Enrollment	**3,638**	**4,009**	**90.7%**	**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 budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)[1] and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA[1] and its economic recovery target payment, plus or minus one percent.

[1] Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

		Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Step 1 - Change in Population					
a.	ADA (Funded) (Form A, lines A6 and C4)	4,142.56	4,031.08	3,894.64	3,797.84
b.	Prior Year ADA (Funded)		4,142.56	4,031.08	3,894.64
c.	Difference (Step 1a minus Step 1b)		(111.48)	(136.44)	(96.80)
d.	Percent Change Due to Population (Step 1c divided by Step 1b)		(2.69%)	(3.38%)	(2.49%)
Step 2 - Change in Funding Level					
a.	Prior Year LCFF Funding				
b1.	COLA percentage				
b2.	COLA amount (proxy for purposes of this criterion)		0.00	0.00	0.00
c.	Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		0.00%	0.00%	0.00%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)			(2.69%)	(3.38%)	(2.49%)
	LCFF Revenue Standard (Step 3, plus/minus 1%):		**-3.69% to -1.69%**	**-4.38% to -2.38%**	**-3.49% to -1.49%**

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	27,304,212.00	31,333,882.00	31,333,882.00	31,333,882.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	54,817,203.00	57,432,598.00	57,676,016.00	58,173,018.00
District's Projected Change in LCFF Revenue:		4.77%	.42%	.86%
LCFF Revenue Standard		-3.69% to -1.69%	-4.38% to -2.38%	-3.49% to -1.49%
Status:		Not Met	Not Met	Not Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

LCFF COLA rates: 6.56% (22-23), 8.22% (23-24); 3.94% (24-25), 3.29% (25-26)

5. **CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2020-21)	33,682,496.10	37,659,157.24	89.4%
Second Prior Year (2021-22)	34,926,169.22	39,890,908.36	87.6%
First Prior Year (2022-23)	42,734,037.61	48,082,120.56	88.9%
		Historical Average Ratio:	88.6%

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**85.6% to 91.6%**	**85.6% to 91.6%**	**85.6% to 91.6%**

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Budget Year (2023-24)	42,452,582.66	48,697,171.66	87.2%	Met
1st Subsequent Year (2024-25)	42,655,691.45	48,774,217.45	87.5%	Met
2nd Subsequent Year (2025-26)	43,325,708.66	49,568,755.66	87.4%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. **CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	(2.69%)	(3.38%)	(2.49%)
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	**-12.69% to 7.31%**	**-13.38% to 6.62%**	**-12.49% to 7.51%**
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-7.69% to 2.31%	-8.38% to 1.62%	-7.49% to 2.51%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2022-23)	15,439,022.33		
Budget Year (2023-24)	3,022,262.00	(80.42%)	Yes
1st Subsequent Year (2024-25)	3,022,262.00	0.00%	No
2nd Subsequent Year (2025-26)	3,022,262.00	0.00%	No

Explanation: (required if Yes) The ESSER funds will begin to expire. Carryover budgets are not included in the 23-24 budget and subsequent budgets.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2022-23)	20,628,021.81		
Budget Year (2023-24)	10,870,115.00	(47.30%)	Yes
1st Subsequent Year (2024-25)	11,101,112.00	2.13%	Yes
2nd Subsequent Year (2025-26)	11,316,288.00	1.94%	No

Explanation: (required if Yes) Carryover budgets are not included in the 23-24 budget and subsequent budgets.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2022-23)	4,744,487.81		
Budget Year (2023-24)	3,134,219.00	(33.94%)	Yes
1st Subsequent Year (2024-25)	3,134,219.00	0.00%	No
2nd Subsequent Year (2025-26)	3,134,219.00	0.00%	No

Explanation: (required if Yes) Carryover budgets are not included in the 23-24 budget and subsequent budgets.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2022-23)	7,360,280.71		
Budget Year (2023-24)	5,935,021.30	(19.36%)	Yes
1st Subsequent Year (2024-25)	5,995,564.00	1.02%	No
2nd Subsequent Year (2025-26)	6,022,330.00	.45%	No

Explanation: (required if Yes)
Carryover budgets are not included in the 23-24 budget and subsequent budgets.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2022-23)	20,666,601.69		
Budget Year (2023-24)	10,447,954.66	(49.45%)	Yes
1st Subsequent Year (2024-25)	10,475,083.00	.26%	No
2nd Subsequent Year (2025-26)	10,751,625.00	2.64%	Yes

Explanation: (required if Yes)
Carryover budgets are not included in the 23-24 budget and subsequent budgets.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Total Federal, Other State, and Other Local Revenue (Criterion 6B)

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
First Prior Year (2022-23)	40,811,531.95		
Budget Year (2023-24)	17,026,596.00	(58.28%)	Not Met
1st Subsequent Year (2024-25)	17,257,593.00	1.36%	Met
2nd Subsequent Year (2025-26)	17,472,769.00	1.25%	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)

First Prior Year (2022-23)	28,026,882.40		
Budget Year (2023-24)	16,382,975.96	(41.55%)	Not Met
1st Subsequent Year (2024-25)	16,470,647.00	.54%	Met
2nd Subsequent Year (2025-26)	16,773,955.00	1.84%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating 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 6B if NOT met)
The ESSER funds will begin to expire. Carryover budgets are not included in the 23-24 budget and subsequent budgets.

Explanation: Other State Revenue (linked from 6B if NOT met)
Carryover budgets are not included in the 23-24 budget and subsequent budgets.

Explanation: Other Local Revenue (linked from 6B if NOT met)
Carryover budgets are not included in the 23-24 budget and subsequent budgets.

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Books and Supplies (linked from 6B if NOT met)	Carryover budgets are not included in the 23-24 budget and subsequent budgets.
Explanation: Services and Other Exps (linked from 6B if NOT met)	Carryover budgets are not included in the 23-24 budget and subsequent budgets.

7. **CRITERION: Facilities Maintenance**

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exlude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? — No

   b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223) — 0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690)	71,397,100.42			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)	0.00			
		3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution[1] to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	71,397,100.42	2,141,913.01	2,300,000.00	Met

[1] Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- [ ] Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- [ ] Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- [ ] Other (explanation must be provided)

Explanation: (required if NOT met and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

		Third Prior Year (2020-21)	Second Prior Year (2021-22)	First Prior Year (2022-23)
1.	District's Available Reserve Amounts (resources 0000-1999)			
	a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
	b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	2,284,680.00	2,063,543.00	3,086,008.00
	c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	1.72	1.02	1.05
	d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
	e. Available Reserves (Lines 1a through 1d)	2,284,681.72	2,063,544.02	3,086,009.05
2.	Expenditures and Other Financing Uses			
	a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	76,155,982.45	68,784,765.52	107,720,223.78
	b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
	c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	76,155,982.45	68,784,765.52	107,720,223.78
3.	District's Available Reserve Percentage (Line 1e divided by Line 2c)	3.0%	3.0%	2.9%
	District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	**1.0%**	**1.0%**	**1.0%**

[1]Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2]A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2020-21)	1,215,622.12	37,659,157.24	N/A	Met
Second Prior Year (2021-22)	1,307,302.30	39,890,908.36	N/A	Met
First Prior Year (2022-23)	(1,959,333.06)	48,082,120.56	4.1%	Not Met
Budget Year (2023-24) (Information only)	96,033.58	48,697,171.66		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

The deficit spending is due to salary and benefit increases: 6% beginning 07-01-22, 0.5% beginning 01-01-23, plus $500 to H&W benefits.

9. **CRITERION: Fund Balance**

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level [1]	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

[1] Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):	3,798
District's Fund Balance Standard Percentage Level:	1.0%

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance [2] (Form 01, Line F1e, Unrestricted Column) Original Budget	Estimated/Unaudited Actuals	Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
Third Prior Year (2020-21)	179,910.28	2,582,748.69	N/A	Met
Second Prior Year (2021-22)	2,938,136.90	3,798,370.81	N/A	Met
First Prior Year (2022-23)	3,966,443.80	5,105,673.11	N/A	Met
Budget Year (2023-24) (Information only)	3,146,340.05			

[2] Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves[1] for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or $80,000 (greater of)	0 to 300
4% or $80,000 (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 the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

[3] A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	3,788	3,712	3,712
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? **No**
2. If you are the SELPA AU and are excluding special education pass-through funds:
   a. Enter the name(s) of the SELPA(s):

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

		Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	74,397,100.42	75,671,201.15	76,864,725.01
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)	74,397,100.42	75,671,201.15	76,864,725.01
4.	Reserve Standard Percentage Level	3%	3%	3%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	2,231,913.01	2,270,136.03	2,305,941.75
6.	Reserve Standard - by Amount			

	($80,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	**District's Reserve Standard**			
	(Greater of Line B5 or Line B6)	**2,231,913.01**	**2,270,136.03**	**2,305,941.75**

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):		Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2.	General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	2,231,913.00	2,270,137.00	2,305,943.00
3.	General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	1.63	.18	.52
4.	General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5.	Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6.	Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7.	Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8.	District's Budgeted Reserve Amount (Lines C1 thru C7)	2,231,914.63	2,270,137.18	2,305,943.52
9.	District's Budgeted 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):	**2,231,913.01**	**2,270,136.03**	**2,305,941.75**
	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 - Projected available reserves have met the standard for the budget 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 may impact the budget? — No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources? — No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues? — No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? — No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0% or -$20,000 to +$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2022-23)	(9,729,960.86)			
Budget Year (2023-24)	(9,643,384.76)	(86,576.10)	(.9%)	Met
1st Subsequent Year (2024-25)	(9,943,385.00)	300,000.24	3.1%	Met
2nd Subsequent Year (2025-26)	(10,243,385.00)	300,000.00	3.0%	Met
1b. Transfers In, General Fund *				
First Prior Year (2022-23)	0.00			
Budget Year (2023-24)	0.00	0.00	0.0%	Met
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2022-23)	0.00			
Budget Year (2023-24)	0.00	0.00	0.0%	Met
1st Subsequent Year (2024-25)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2025-26)	0.00	0.00	0.0%	Met

1d. Impact of Capital Projects

Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation: (required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation: (required if NOT met)

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payments for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

[1] Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?
   (If No, skip item 2 and Sections S6B and S6C) — Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2023
Leases				
Certificates of Participation	26	Fund 49	Fund 52	36,822,463
General Obligation Bonds	31	Fund 21	Fund 51	202,977,494
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	Various Funds	60,679,543
2016-17 ADA Overstatement Repayment	4	Fund 0100	Fund 0100	1,081,557
TOTAL:				302,089,972

Type of Commitment (continued)	Prior Year (2022-23) Annual Payment (P & I)	Budget Year (2023-24) Annual Payment (P & I)	1st Subsequent Year (2024-25) Annual Payment (P & I)	2nd Subsequent Year (2025-26) Annual Payment (P & I)
Leases				
Certificates of Participation	3,066,769	3,101,568	3,017,143	2,839,493
General Obligation Bonds	11,367,868	9,650,783	9,416,932	9,872,423
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Pension Liability				
2016-17 ADA Overstatement Repayment	270,390	270,390	270,390	270,390
Total Annual Payments:	14,705,027	13,022,741	12,704,465	12,982,306
Has total annual payment increased over prior year (2022-23)?		No	No	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

Explanation:
(required if Yes to increase in total annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1 Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5) — Yes

2. For the district's OPEB:

a. Are they lifetime benefits? — No

b. Do benefits continue past age 65? — No

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3 a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method? — Pay-as-you-go

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	Governmental Fund
0	0

4. OPEB Liabilities

a. Total OPEB liability	18,578,137.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	18,578,137.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	6/30/2022

5. OPEB Contributions

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	684,000.00	684,000.00	684,000.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	684,000.00	684,000.00	684,000.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	684,000.00	684,000.00	684,000.00
d. Number of retirees receiving OPEB benefits	28.00	28.00	28.00

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1 Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2 Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

3. Self-Insurance Liabilities

a. Accrued liability for self-insurance programs

b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
a. Required contribution (funding) for self-insurance programs			
b. Amount contributed (funded) for self-insurance programs			

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of certificated (non-management) full - time - equivalent(FTE) positions	265	246	246	246

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? — No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	$311,570

		Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
7.	Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

		Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	$2,583,000	$2,583,000	$2,583,000
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments

		Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	$446,174	455,098	348,150
3.	Percent change in step & column over prior year	2.0%	2.0%	1.5%

Certificated (Non-management) Attrition (layoffs and retirements)

		Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of classified(non - management) FTE positions	217.5	208	208	208

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	$132,083

		Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
7.	Amount included for any tentative salary schedule increases	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

		Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	$1,575,000	1,575,000	1,575,000
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget? No

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

		Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	$297,000	$302,940	$307,500
3.	Percent change in step & column over prior year	2.0%	2.0%	1.5%

Classified (Non-management) Attrition (layoffs and retirements)

		Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of management, supervisor, and confidential FTE positions	30	29	29	29

Management/Supervisor/Confidential
Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? — No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits — $48,000

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
4. Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential
Health and Welfare (H&W) Benefits

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	$304,500	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

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step and column adjustments	$83,000	$84,600	$85,900
3. Percent change in step & column over prior year	2.0%	2.0%	1.5%

Management/Supervisor/Confidential
Other Benefits (mileage, bonuses, etc.)

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Are costs of other benefits included in the budget and MYPs?	No	No	No
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?	Yes
2. Adoption date of the LCAP or an update to the LCAP.	Jun 22, 2023

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	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 Budget Criteria and Standards Review

District: SAN YSIDRO SCHOOL DISTRICT
CDS #: 37 68379

Adopted Budget
2023-24 Budget Attachment
Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances			
Form	Fund	2023-24 Budget	Objects 9780/9789/9790
01	General Fund/County School Service Fund	$3,192,373.63	Form 01
17	Special Reserve Fund for Other Than Capital Outlay Projects	$0.00	Form 17
	Total Assigned and Unassigned Ending Fund Balances	$3,192,373.63	
	District Standard Reserve Level	3%	Form 01CS Line 10B-4
	Less District Minimum Reserve for Economic Uncertainties	$2,231,913.00	Form 01CS Line 10B-7
	Remaining Balance to Substantiate Need	$960,460.63	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties			
Form	**Fund**	**2023-24 Budget**	**Description of Need**
01	General Fund/County School Service Fund	*$960,460.63*	16-17 ADA OVERSTATEMENT REPAYMENT
	Total of Substantiated Needs	$960,460.63	
	Remaining Unsubstantiated Balance	**$0.00**	**Balance should be Zero**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

SAN YSIDRO ELEMENTARY — 2023-24 CASHFLOW

UPDATE DATE	ACTUALS END BAL TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
5/23/2023	APRIL 2022-23	68379	03300	N. Schuff

District's authorizing signature

			JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
		BEGINNING BALANCE:	$ 25,946,337	$ 20,089,008	$ 14,202,468	$ 12,554,595	$ 10,382,857	$ 9,679,556	$ 18,732,992	$ 21,340,323	$ 20,184,313	$ 19,550,890	$ 25,464,336	$ 26,500,258
LCFF SOURCES														
8011		LCFF	$ 1,264,625	$ 1,264,625	$ 2,276,325	$ 2,276,325	$ 2,276,325	$ 2,276,325	$ 2,276,325	$ 2,276,325	$ 2,276,325	$ 2,276,325	$ 2,276,325	$ 2,276,325
8021-8046		Property Taxes	$ 103,283	$ 587,238	$ 91,479	$ 407,231	$ 1,153,820	$ 9,466,637	$ 4,503,145	$ 737,737	$ 737,737	$ 7,589,835	$ 3,393,589	$ 737,737
8012		EPA	$ -	$ -	$ 201,554	$ -	$ -	$ 201,554	$ -	$ -	$ 201,554	$ -	$ -	$ 201,554
8047		RDA Residual Balance & CRD	$ -	$ -	$ -	$ -	$ -	$ -	$ 795,238	$ -	$ -	$ -	$ -	$ 795,238
8096		Charter In Lieu Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8097		Special Education - Prop Tax Transfer	$ -	$ -	$ -	$ -	$ 58,485	$ -	$ -	$ -	$ 58,485	$ -	$ -	$ 116,970
Multiple		Other Revenue Sources	$ -	$ -	$ (7,224)	$ -	$ -	$ -	$ -	$ -	$ 44,669	$ 79,525	$ -	$ 116,970
8000-8099		TOTAL LCFF SOURCES	$ 1,367,908	$ 1,851,863	$ 2,562,134	$ 2,683,556	$ 3,488,630	$ 11,944,516	$ 7,574,707	$ 3,014,062	$ 3,318,769	$ 9,945,685	$ 5,669,914	$ 4,244,793
FEDERAL REVENUE														
8110		Impact Aid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8181&8182		Special Education	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8285	9010 roll-up	Federal Pass Through	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8290	3010&3025	Title I - Fed Cash Mgmt System	$ -	$ -	$ 312,220	$ -	$ -	$ 312,220	$ -	$ -	$ 312,220	$ -	$ -	$ 312,220
8290	4035	Title II - Fed Cash Mgmt System	$ -	$ -	$ 37,536	$ -	$ -	$ 37,536	$ -	$ -	$ 37,536	$ -	$ -	$ 37,536
8290	4201&4203	Title III - Fed Cash Mgmt System	$ -	$ -	$ 77,695	$ -	$ -	$ 77,695	$ -	$ -	$ 77,695	$ -	$ -	$ 77,695
Multiple		Other Federal	$ -	$ 9,334	$ 19,685	$ 14,351	$ 9,625	$ 34,302	$ 26,367	$ 168	$ 6,886	$ 1,089	$ 58,637	$ 75,883
8220&8290	Multiple	Other Federal (One-Time Funding)	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
8290	3212	One-Time Funding ESSER II *(Obligate by 9/30/2023)*	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
8290	3213&3214	One-Time Funding ESSER III *(Obligate by 9/30/2024)*	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
8290	3216-3219	One-Time Funding ELO Grant (Obligate by *)	$ -	$ -		$ -	$ -		$ -	$ -		$ -	$ -	
8100-8299		TOTAL FEDERAL REVENUE	$ -	$ 9,334	$ 447,135	$ 14,351	$ 9,625	$ 461,753	$ 26,367	$ 168	$ 434,337	$ 1,089	$ 58,637	$ 503,334
OTHER STATE REVENUE														
8311-8319	6500&6510	PA Sp. Ed. (SDUSD, Poway & Infant)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8311-8319		PA Recomputations CY & PY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8550		Mandate Block	$ -	$ -	$ -	$ -	$ 146,282	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8560		Lottery	$ -	$ -	$ -	$ -	$ -	$ -	$ 229,231	$ -	$ -	$ 229,231	$ -	$ 229,231
8590	2600	PA Expanded Learning Opportunities Program (TK/K-6)	$ 325,000	$ 325,000	$ 585,000	$ 585,000	$ 585,000	$ 585,000	$ 585,000	$ 585,000	$ 585,000	$ 585,000	$ 585,000	$ 585,000
8590	6547	PA SpEd Early Intervention Preschool Grant												$ -
8590	7690	STRS On-Behalf - Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000
Multiple		Other State	$ -	$ 8,600	$ 12,202	$ 15,059	$ 46,663	$ (3,955)	$ 40,288	$ 28,045	$ -	$ 56,850	$ -	$ 103,155
8520&8590	Multiple	Other State (One-Time Funding)												
8300-8599		TOTAL OTHER STATE REVENUE	$ 325,000	$ 333,600	$ 597,202	$ 600,059	$ 777,945	$ 581,045	$ 854,519	$ 613,045	$ 585,000	$ 871,081	$ 585,000	$ 3,917,386
OTHER LOCAL REVENUE														
8792	SPED	PA Special Education - Pass Through	$ 141,711	$ 141,711	$ 255,080	$ 255,080	$ 255,080	$ 255,080	$ 255,080	$ 255,080	$ 255,080	$ 255,080	$ 255,080	$ 255,080
Multiple		Other Local	$ (6,314)	$ 3,554	$ 10,685	$ 10,474	$ 8,902	$ 20,027	$ 17,122	$ 25,548	$ 7,482	$ 35,641	$ 10,019	$ 49,345
8600-8799		TOTAL OTHER LOCAL REVENUE	$ 135,397	$ 145,265	$ 265,765	$ 265,553	$ 263,981	$ 275,107	$ 272,202	$ 280,628	$ 262,562	$ 290,721	$ 265,098	$ 304,425
OTHER FINANCING SOURCES														
8900-8998		Transfers In & Other Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8900-8998		TOTAL OTHER FINANCING SOURCES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8000-8998		**TOTAL REVENUE**	$ 1,828,305	$ 2,340,062	$ 3,872,236	$ 3,563,519	$ 4,540,182	$ 13,262,421	$ 8,727,795	$ 3,907,903	$ 4,600,668	$ 11,108,576	$ 6,578,649	$ 8,969,938
SALARIES & BENEFITS														
1000-1999		Certificated	$ 2,133,532	$ 2,185,533	$ 2,778,402	$ 2,093,478	$ 2,238,458	$ 2,233,411	$ 2,238,439	$ 2,224,359	$ 2,249,942	$ 2,254,293	$ 2,280,988	$ 2,330,327
2000-2999		Classified	$ 936,244	$ 989,147	$ 1,097,388	$ 962,928	$ 992,538	$ 960,910	$ 964,719	$ 972,597	$ 979,989	$ 990,593	$ 995,759	$ 1,129,708
3000-3999		Benefits	$ 1,059,279	$ 1,047,190	$ 1,114,185	$ 1,044,131	$ 1,036,420	$ 1,054,562	$ 1,040,293	$ 1,085,023	$ 1,040,810	$ 1,052,169	$ 1,043,564	$ 1,675,743
3101-3112	7690	STRS On-Behalf - Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000
1000-3999		Salaries & Benefits (One-Time Funding)												
1000-3999		TOTAL SALARIES & BENEFITS	$ 4,129,056	$ 4,221,870	$ 4,989,974	$ 4,100,537	$ 4,267,415	$ 4,248,884	$ 4,243,451	$ 4,281,979	$ 4,270,741	$ 4,297,055	$ 4,320,311	$ 8,135,778
OTHER EXPENDITURES														
4000-4999		Supplies	$ 79,422	$ 763,882	$ 806,826	$ 749,067	$ 384,797	$ 221,227	$ 379,092	$ 248,363	$ 208,447	$ 234,600	$ 347,142	$ 1,597,694
5500-5599		Utilities	$ 70,174	$ 201,283	$ 133,347	$ 251,452	$ 88,453	$ 156,701	$ 185,378	$ 46,667	$ 121,482	$ 115,941	$ 155,906	$ 112,578
5000-5999		Other Services (Excl. Utilities)	$ 406,982	$ 635,889	$ 780,541	$ 636,343	$ 502,336	$ 483,066	$ 1,312,157	$ 483,662	$ 625,227	$ 547,508	$ 717,588	$ 1,164,625
6000-6999		Capital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7200-7299		Pass Through Revenues	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7000-7998		Transfers Out, Other Uses & Outgo	$ -	$ 3,678	$ 7,243	$ (2,142)	$ 482	$ 2,548	$ 386	$ 3,242	$ 8,194	$ 26	$ 1,781	$ (2,025)

SAN YSIDRO ELEMENTARY

2023-24 CASHFLOW

UPDATE DATE	ACTUALS END BAL TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
5/23/2023	APRIL 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:	$ 25,946,337	$ 20,089,008	$ 14,202,468	$ 12,554,595	$ 10,382,857	$ 9,679,556	$ 18,732,992	$ 21,340,323	$ 20,184,313	$ 19,550,890	$ 25,464,336	$ 26,500,258
4000-7999	Other Expenditures (One-Time Funding)												
4000-7998	TOTAL OTHER EXPENDITURES	$ 556,578	$ 1,604,732	$ 1,727,957	$ 1,634,720	$ 976,067	$ 863,542	$ 1,877,013	$ 781,935	$ 963,350	$ 898,075	$ 1,222,416	$ 2,872,871
1000-7998	TOTAL EXPENDITURES	$ 4,685,634	$ 5,826,602	$ 6,717,931	$ 5,735,257	$ 5,243,483	$ 5,112,425	$ 6,120,464	$ 5,063,914	$ 5,234,091	$ 5,195,130	$ 5,542,727	$ 11,008,649

SAN YSIDRO ELEMENTARY — 2023-24 CASHFLOW

UPDATE DATE	ACTUALS END BAL TO MONTH OF:	LEAID	BUSINESS UNIT	BUSINESS ADVISOR
5/23/2023	APRIL 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:	$ 25,946,337	$ 20,089,008	$ 14,202,468	$ 12,554,595	$ 10,382,857	$ 9,679,556	$ 18,732,992	$ 21,340,323	$ 20,184,313	$ 19,550,890	$ 25,464,336	$ 26,500,258
ASSETS	*Beginning Bal*												
9111-9199	Other Cash Equivalents	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9200-9299	Receivables	$ (2,701,262)	$ -	$ -	$ 1,797,822	$ -	$ -	$ 903,440	$ -	$ -	$ -	$ -	$ -
9300-9319	Temporary Loans / Due From	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9320-9499	Other Assets	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
92XX	Deferrals (Excl. Adj. & PY Recomp.)												
9111-9499	TOTAL ASSETS (excluding cash 9110)	########	$ -	$ -	$ 1,797,822	$ -	$ -	$ 903,440	$ -	$ -	$ -	$ -	$ -
CURRENT LIABILITIES	*Beginning Bal*												
9500-9599	Payables	$ 6,000,000	$ (3,000,000)	$ (2,400,000)	$ (600,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9650-9659	Unearned Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
95XX	Deferrals (Excl. Adj. & PY Recomp.)												
9500-9659	TOTAL CURRENT LIABILITIES	$ 6,000,000	$ (3,000,000)	$ (2,400,000)	$ (600,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
OTHER ACTIVITY	*Beginning Bal*												
9793	Audit Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9795	Other Restatements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7999	Expense Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8999	Revenue Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9910	Payroll Suspense		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Multiple	Treasury Reconciling Items												
9111-9499	TOTAL OTHER ACTIVITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	ENDING BALANCE SUBTOTAL Prior to Borrowing	$ 20,089,008	$ 14,202,468	$ 12,554,595	$ 10,382,857	$ 9,679,556	$ 18,732,992	$ 21,340,323	$ 20,184,313	$ 19,550,890	$ 25,464,336	$ 26,500,258	$ 24,461,546
BORROWING ACTIVITY	*Beginning Bal*												
9640	TRAN / TTF Principal Amounts		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8660	TRAN / TTF Premium		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5800	TRAN / TTF Issuance Cost & Interest		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9135&9640	TRAN / TTF Repayment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9600-9619	Temporary Loans / Due To	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9629-9649	Other Liabilities (Excluding TRANs)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL BORROWING ACTIVITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL BEGINNING BALANCES (Excluding 9110) Prior Year Transactions	$ 3,298,738											
	ENDING CASH BALANCE 9110	$ 20,089,008	$ 14,202,468	$ 12,554,595	$ 10,382,857	$ 9,679,556	$ 18,732,992	$ 21,340,323	$ 20,184,313	$ 19,550,890	$ 25,464,336	$ 26,500,258	$ 24,461,546

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

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

☐ Informational
☒ Action

AGENDA ITEM: APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:

Organization	Location	Date	Authorized Personnel	Expenses/Per Participant/ Per Meeting
2023 CSBA Annual Education Conference	San Francisco, CA	November 30-December 2, 2023	Superintendent and Governing Board	Approx. $15,000 (includes registration, mileage and meals)
Individually Selected Conferences/Events	Various Locations	2023-2024 School Year	Superintendent and Governing Board	Not to exceed $3,500 per attendee/per conference
ACSA State Vice President Legislative Action (VPLA)	Various Locations	2023-2024 School Year - Dates To Be Determined	Superintendent	Approx. $5,000 (includes airfare and hotel) *****ACSA will reimburse all costs paid for by the District*****
CSBA Superintendent's Advisory Council	Sacramento, CA	2023-2024 School Year - Dates To Be Determined	Superintendent	Approx. $5,000 (includes airfare and hotel) *****CSBA will reimburse all costs paid for by the District*****
California Collaborative for Educational Excellence (CCEE)	Sacramento, CA	2023-2024 School Year - Dates To Be Determined	Superintendent	Approx. $5,000 (includes airfare and hotel) *****CCEE will reimburse all costs paid for by the District*****
Border View Family YMCA Board of Advisors	San Diego, CA	2023-2024 School Year - Dates To Be Determined	Superintendent	No cost to the District

RECOMMENDATION:
Approve attendance for the Governing Board and the Superintendent to individually selected conferences/events and other leadership professional development opportunities for the 2023-2024 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Approx. $44,500.00
(Amount)

General Fund
(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

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

☐ Informational
☒ Action

AGENDA ITEM: GOVERNING BOARD MEMBERSHIP FOR THE 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:
Membership to the California School Boards Association (CSBA) gives board members access to resources that help them fulfill their complex governance and leadership roles and support student success.

Through CSBA Membership, board members have the opportunity to enhance their governance skills and expand their knowledge of critical issues confronting public education. CSBA supports advocacy efforts on national education policy and federal legislative issues.

RECOMMENDATION:
Approve Board membership to the California School Boards Association for the 2023-2024 fiscal year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$16,621.00	General Fund
(Amount)	(Name of funding source and/or location)

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

California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number	Invoice Date	PO #
INV-67483-Z7V6M2	6/14/2023	

Bill To:
San Ysidro ESD
4350 Otay Mesa Rd
San Ysidro, CA 92173
United States

Ship To:
San Ysidro ESD
4350 Otay Mesa Rd
San Ysidro, CA 92173
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2023 - 06/30/2024)	$13,297.00	1.00	$13,297.00	
ELA	ELA Membership (07/01/2023 - 06/30/2024)	$3,324.00	1.00	$3,324.00	
Dues not processed before September 15 will result in a disruption of CSBA services. Trustees and employees of LEAs that have not paid membership dues by September 15 will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues may be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.					

Total Invoice: $16,621.00 **Total Paid:** $0.00 **Balance Due:** $16,621.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100752	**INV-67483-Z7V6M2**	**06/14/2023**		**$16,621.00**

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
San Ysidro ESD
4350 Otay Mesa Rd
San Ysidro, CA 92173
United States

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: 2022-23 CITIZENS' BOND OVERSIGHT COMMITTEE ANNUAL REPORT

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

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

RECOMMENDATION:
Information only.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 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

CITIZENS' BOND OVERSIGHT COMMITTEE

PROPOSITION C ~ MEASURE T ~ MEASURE U

2022-23 ANNUAL REPORT

I. BACKGROUND INFORMATION

A) **Proposition C** – Closed out

On October 20, 2022, the Governing Board approved the closeout of the 1997 General Obligation Bond for Proposition C. In addition, the Board authorized, directed and delegated authority to the Superintendent or designee to take all actions needed to closeout Proposition C.

In 1997, the District previously had passed Proposition C, a 2/3 voter approved general obligation bond measure in the amount of $250,000,000. Proposition C remained in place and bond projects were completed using available funds.

Ultimately, General Obligation Bond Measures T and U, Proposition 39, 55% voter approved bond measures were approved by the voters of the District in 2020. Measures T and U have provided the District with additional bond authority and all bond funds under the previously approved Proposition C have been appropriately expended.

B. Measure T and Measure U – Overview

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

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

Measure T ($52,985,000):

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

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

Series A – September 17, 2020 (Issuance: $15,830,000.00)

The purpose of this issuance of the Bonds was to pay off the District's 2017 Certificates of Participation.

Measure U ($55,500,000):

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

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

Series A – September 17, 2020 (Issuance: $20,000,000.00)

The purpose of this issuance of the Bonds is to fund improvements to school facilities and the acquisition of equipment and furnishings for various schools within the District as authorized by the voters.

II. Citizens' Bond Oversight Committee (BOC)

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

- On April 16, 2020, the District's Governing Board adopted Resolutions No. 19/20-0038 and Resolution No. 19/20-0039 establishing an independent Citizens' Bond Oversight Committee for Measures T and U.
- On April 30, 2020, the BOC acknowledged and accepted assignment to the BOC for Measures T and U and the approved Bylaws of each such measure as reflected on Resolutions No. 19/20-0038 and No. 19/20-0039.
- On September 17, 2020, the District's Governing Board approved a revision to the Bylaws to include the following: "This does not prohibit the Committee from holding a special meeting if needed."
- On September 9, 2021, the New Amended & Restated By-Laws were approved by the Governing Board. The new By-Laws incorporate all of the G.O. Bonds (Prop C, Measure T, and Measure U) into one document.

III. BOC MEMBERS:

Member	Group Representing	2nd Term	
1. Ricardo Macedo – Chair	Business	Year 1	
2. Gloria McKearney – Vice Chair	Taxpayer Group	Year 1	
3. Hilario Rodriguez	At-Large Community	Year 1	
4. Kenneth Johnson	At-Large Community	Year 1	
5. Manuel Lopez, Jr. (Resigned March 2023)	Senior Citizens Organization*	Year 1	Currently Vacant
6. Vacant * (Dec. 2021-May 30, 2023)	Parent	Filled by Juan Morales on 5-30-23	
7. Vacant * (Dec. 2021-May 30, 2023)	Parent (Active)	Filled by Daniela Ureta on 5-30-23	

** The District has been recruiting for vacant positions by posting on the District's website, and promoting it at the school sites. For the Senior Citizens Organization group, the district recruited by sending out a flyer to a local Senior Organization.*

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

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

ACTIVITY REPORT

The BOC met on the following dates:

● August 18, 2022	● May 25, 2023 - Canceled (Lack of Quorum)
● October 13, 2022	● June 15, 2023 Special Meeting
● December 14, 2022	● June 22, 2023*
● February 16, 2023 Special Meeting	**(Present Annual Report to the Governing Board)*

Meeting of August 18, 2022

- Minutes for May 12, 2022 were approved.
- Reviewed Expenditure Report for the period of June 21, 2022 to August 16, 2022.
- Meeting Schedule Revised
- Informational Items – Project Labor Agreement negotiations. / San Diego County Taxpayers Association Agreement to conduct 2020-21 Performance Report. / Facilities Projects' Team comprised of accounting and project management staff. / Community Flyer prepared by Dale Scott, will include bond updates and planned projects.
- Future Agenda Requests – Committee members had an opportunity to request that bond-related items be added to the agenda for a future BOC meeting.

Meeting of October 13, 2022

- Approved the Minutes of August 18, 2022.
- Reviewed Expenditure Report for the period of August 16, 2022 to October 10, 2022.
- Informational Items – Staff time account form (PAR) sample provided. / Key Performance Indicators for the Performance Report / Shared School Bond Transparency Report Card for 2022. / BOC vacancies update / Community Flyer updated.
- Future Agenda Requests – Committee members had an opportunity to request that bond-related items be added to the agenda for a future BOC meeting.

Meeting of December 14, 2022

- Reports/Presentation – Staff provided an update on the Long Range Master Facilities Implementation Plan on Bond projects taking place throughout the District. A school site visit to Vista Del Mar Middle School was planned to see the work that was completed or was in progress.
- Approved the Minutes of October 13, 2022.
- Reviewed Expenditure Report for the period of October 10, 2022 to December 11, 2022
- Provided an updated meeting schedule for 2022-23.
- Informational Items – Proposition C closeout was approved on October 2022. / Bond Audit Firm 3-year agreement was shared. / BOC Vacancies update. / Community Flyer update.
- Future Agenda Requests – Committee members had an opportunity to request that bond-related items be added to the agenda for a future BOC meeting.

Meeting of February 16, 2023 – Special Meeting

- Meeting held at Vista Del Mar Middle School as requested by the Committee in December's meeting.
- The Committee visited the school site to see the bond-related projects that have either been completed or in progress.

Meeting of March 16, 2023

- Reports/Presentation – Staff provided a thorough presentation of the planned Bond Projects and projected timelines.
- Approved the Minutes of December 14, 2022 and February 16, 2023.
- Reviewed Expenditure Report as of March 13, 2023.
- Informational Items –A copy of the Bond Audit Firm's 3-year agreement was provided to the Committee for their review of the Scope of Work. If any changes are requested, an amendment will have to be submitted for Governing Board approval. / BOC Vacancies update. / Community Flyer update.
- Future Agenda Requests – Committee members had an opportunity to request that bond-related items be added to the agenda for a future BOC meeting.

Meeting of May 25, 2023 - Canceled due to lack of quorum.

Meeting of June 15, 2023 - Special Meeting

- Reports/Presentation - Nick Yeger of Stradling Yocca Carlson & Rauth, the district's Bond Attorneys presented on the 2020 General Obligation Bonds, Series B and gave a brief explanation of the Resolutions that were Board approved on May 30, 2023.
- Approved the Minutes of March 16, 2023.
- Approved the 2023-24 Meeting Schedule
- Reviewed Expenditure Report as of March 13, 2023 to Present.
- Reviewed and Approved of the 2022-23 Annual Report.
- 2020-21 Annual Financial Audit Reports for General Obligation Bond Measure T and Measure U.
- Informational Items –BOC Vacancies update. / Community Flyer update.
- Future Agenda Requests – Committee members had an opportunity to request that bond-related items be added to the agenda for a future BOC meeting.

June 22, 2023

- BOC Chair will present the 2022-23 Annual Report to the District's Governing Board at its regular Board meeting

V. STATEMENT OF COMPLIANCE

A. Proposition C – Closed out

Note: Wilkinson, Hadley, King & Co., LLP, an independent auditing firm, performed an audit of all the District's financial expenses including Proposition C expenses. The latest Audit Report for 2021-22 is dated June 30, 2022. It was presented to the District's Governing Board on May 30, 2023. Audit Report pages 42 – 45 are attached for reference.

B. Measure T and Measure U – Financial Audit

Note: Wilkinson, Hadley, King & Co., LLP, an independent auditing firm, performed an audit of all the District's financial expenses including Measure T and Measure U expenses. The latest Audit Report for 2020-21 is dated June 30, 2021 and was presented to the Governing Board at its April 13, 2023 regular Board Meeting *(A copy of the audit reports were provided to the Committee at that time and again on June 15, 2023)*.

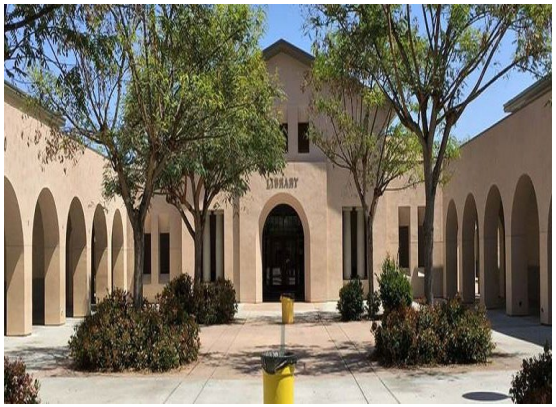
VI. ATTACHMENTS

- Financials – Expenditure Report
- 2020-21 Annual Financial Audit Report for General Obligation Bond Measure T
- 2020-21 Annual Financial Audit Report for General Obligation Bond Measure U

SAN YSIDRO SCHOOL DISTRICT

General Obligation Bonds

Measure T & Measure U







Citizen's Bond Oversight Committee Report

June 15, 2023

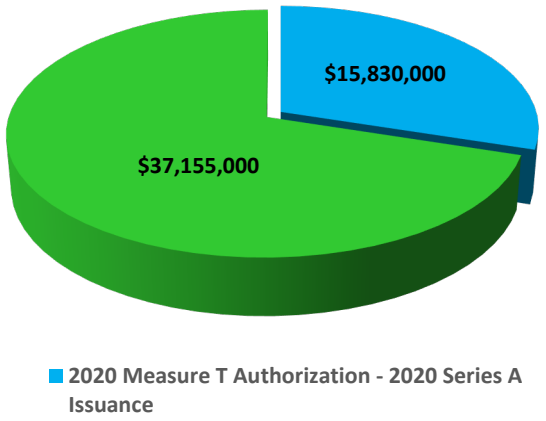
2020 GENERAL OBLIGATION BONDS

Measure T Overview

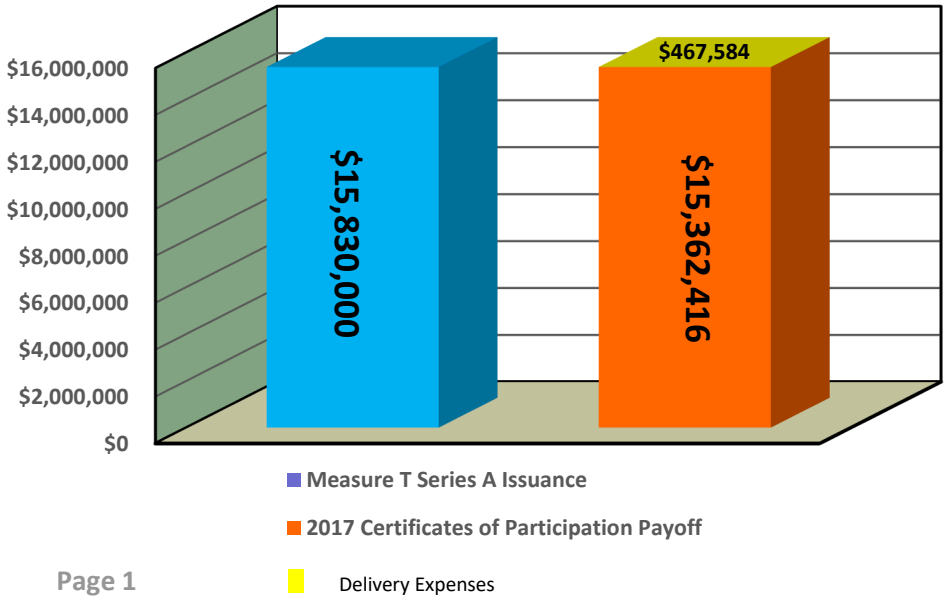
On **March 3, 2020**, the voters of the San Ysidro School District (the "District") authorized **Measure T** under the **Proposition 39 statutes**. Measure T authorized the issuance of **$52,985,000** in General Obligation Bonds (the "Bonds"). The net proceeds of the Bonds are intended to be used to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

On September 17, 2020, the District issued its 1st series of Measure T G.O. Bonds ("Series A") in the amount of $15,830,000. The proceeds of the Series A Bonds are expected to be used to pay the interest due on the District's 2017 Certificates of Participation ("COPs") through September 1, 2022; and pay off the outstanding balance of the 2017 COPs on September 1, 2022.

$52,985,000 Measure T Breakdown



Measure T Revenue = $15,830,000



MEASURE T GENERAL OBLIGATION BONDS

Fund 21 Revenue Summary

	Amount
Measure T G.O. Bond	$52,985,000.00
Measure T (Series A) Bonds Issued	$15,830,000.00
Unissued Measure T G.O. Bonds	$37,155,000.00
Measure T (Series A) Bonds Issued	$15,830,000.00
Less: Delivery Expenses	-$467,583.93
Less: 2017 Certificates of Participation Payoff	-$15,362,416.07
Measure T (Series A) Fund Balance (as of 06-14-23)	$0.00

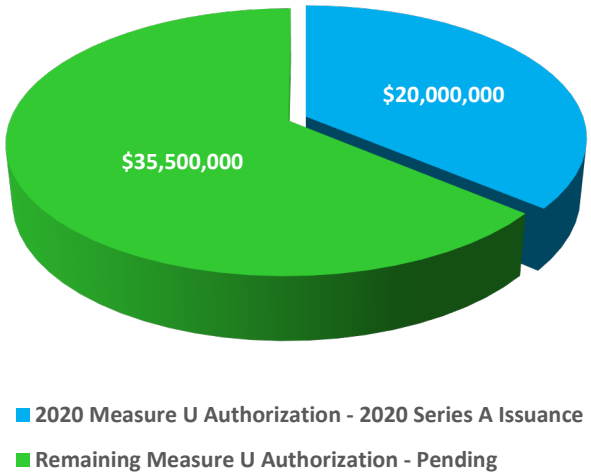
2020 GENERAL OBLIGATION BONDS

Measure U Overview

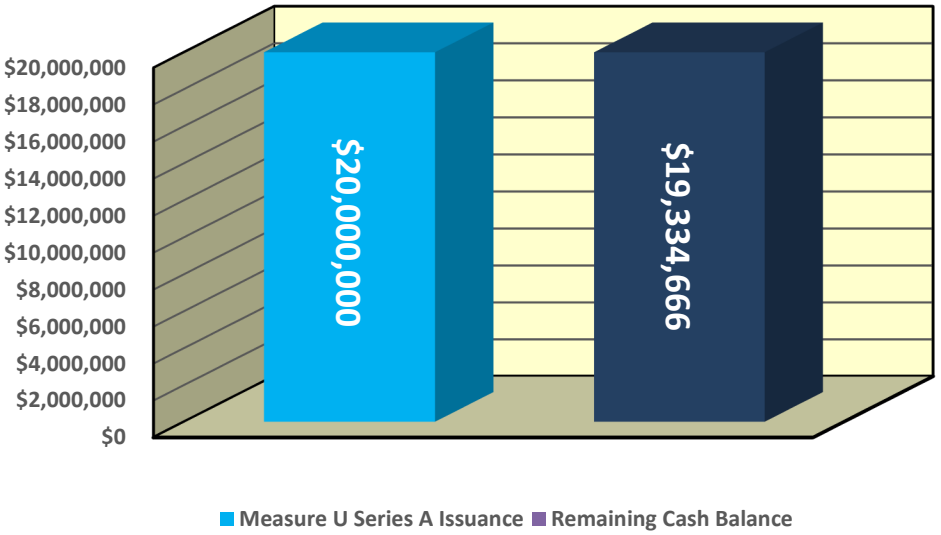
On **March 3, 2020**, the voters of the San Ysidro School District (the "District") authorized **Measure U** under the **Proposition 39 statutes**. Measure U authorized the issuance of **$55,500,000** in General Obligation Bonds (the "Bonds"). The net proceeds of the Bonds are intended to be used to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

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

$55,500,000 Measure U Breakdown



Measure U Revenue = $20,000,000



MEASURE U GENERAL OBLIGATION BONDS

Fund 21 Revenue Summary

	Amount
Measure U G.O. Bond	$55,500,000.00
Measure U (Series A) Bonds Issued	$20,000,000.00
Unissued Measure U G.O. Bonds	$35,500,000.00
Measure U (Series A) Bonds Issued	$20,000,000.00
Less: Delivery Expenses	-$150,041.59
Less: Project Expenses	-$1,034,141.40
Add: Accumulated Interest/Deposits	$518,849.46
Measure U (Series A) Fund Balance (as of 06-14-23)	$19,334,666.47

Expense Detail Report (as of 06-14-23)

Date	Amount	Fund	Resource	Resource Descr	Object	Object Descr	Supplier	Short Name
6/23/2021	$ 52,500.00	2133	9010300	Measure U	5800010	Prof Servc & Oprtng Exp		WLC Architects
6/2/2022	11,681.25	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
6/21/2022	67,500.00	2133	9010300	Measure U	6200050	Other Costs - Planning	0000000243	COLBI-001
6/21/2022	4,637.50	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
9/2/2022	5,075.00	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
10/4/2022	6,475.00	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
11/3/2022	12,500.00	2133	9010300	Measure U	5800010	Prof Servc & Oprtng Exp	0000000908	SAN DIEGO-023
11/3/2022	12,687.50	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
11/15/2022	7,026.25	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
11/15/2022	206,462.90	2133	9010322	Furniture	6400000	Equipment	0000000881	METEOR-001
11/16/2022	21,194.41	2133	9010322	Furniture	6400000	Equipment	000146	LAKESHORE-001
11/16/2022	16,083.69	2133	9010322	Furniture	6400000	Equipment	000146	LAKESHORE-001
12/6/2022	129,800.51	2133	9010309	Playgrounds Project	6200002	Bldg Construction	004087	RGC CONSTR-001
12/16/2022	34,319.03	2133	9010322	Furniture	4400000	Non-Capitalized Equipment	000146	LAKESHORE-001
12/16/2022	32,750.85	2133	9010322	Furniture	6400000	Equipment	000146	LAKESHORE-001
12/16/2022	8,933.10	2133	9010322	Furniture	6400000	Equipment	000146	LAKESHORE-001
12/16/2022	31,651.11	2133	9010322	Furniture	6400000	Equipment	000146	LAKESHORE-001
12/16/2022	9,674.17	2133	9010322	Furniture	6400000	Equipment	000146	LAKESHORE-001
12/16/2022	33,307.34	2133	9010322	Furniture	6400000	Equipment	000146	LAKESHORE-001
12/19/2022	8,925.00	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
1/11/2023	4,101.61	2133	9010312	Safety & Security	6200002	Bldg Construction	0000000925	PRESTIGE-001
1/11/2023	8,383.76	2133	9010312	Safety & Security	6200002	Bldg Construction	0000000925	PRESTIGE-001
1/31/2023	(4,375.33)	2133	9010000	Other Restricted Local	2300003	Assistant Superintendent		
1/31/2023	(835.69)	2133	9010000	Other Restricted Local	3111000	STRS, Certificated Positions		
1/31/2023	(59.04)	2133	9010000	Other Restricted Local	3321000	Medicare Certificated Position		
1/31/2023	(363.75)	2133	9010000	Other Restricted Local	3401000	Health & Welfare Benefits, cer		
1/31/2023	(21.88)	2133	9010000	Other Restricted Local	3501000	State Unemployment Insurance,		
1/31/2023	(111.13)	2133	9010000	Other Restricted Local	3601000	Workers' Compensation Insuranc		
2/2/2023	5,118.75	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
2/2/2023	6,152.39	2133	9010312	Safety & Security	6200002	Bldg Construction	0000000925	PRESTIGE-001
2/2/2023	12,575.58	2133	9010312	Safety & Security	6200002	Bldg Construction	0000000925	PRESTIGE-001
2/2/2023	13,373.56	2133	9010322	Furniture	6400000	Equipment	0000000881	METEOR-001
2/27/2023	7,481.25	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
3/5/2023	(4,375.33)	2133	9010000	Other Restricted Local	2300003	Assistant Superintendent		
3/5/2023	4,375.33	2133	9010000	Other Restricted Local	2300003	Assistant Superintendent		
3/5/2023	835.69	2133	9010000	Other Restricted Local	3111000	STRS, Certificated Positions		
3/5/2023	(835.69)	2133	9010000	Other Restricted Local	3111000	STRS, Certificated Positions		
3/5/2023	(59.04)	2133	9010000	Other Restricted Local	3321000	Medicare Certificated Position		
3/5/2023	59.04	2133	9010000	Other Restricted Local	3321000	Medicare Certificated Position		
3/5/2023	363.75	2133	9010000	Other Restricted Local	3401000	Health & Welfare Benefits, cer		
3/5/2023	(363.75)	2133	9010000	Other Restricted Local	3401000	Health & Welfare Benefits, cer		

3/5/2023	21.88	2133	9010000	Other Restricted Local	3501000	State Unemployment Insurance,		
3/5/2023	(21.88)	2133	9010000	Other Restricted Local	3501000	State Unemployment Insurance,		
3/5/2023	111.13	2133	9010000	Other Restricted Local	3601000	Workers' Compensation Insuranc		
3/5/2023	(111.13)	2133	9010000	Other Restricted Local	3601000	Workers' Compensation Insuranc		
4/13/2023	12,500.00	2133	9010300	Measure U	5800010	Prof Servc & Oprtng Exp	0000000908	SAN DIEGO-023
4/13/2023	5,775.00	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
4/17/2023	13,230.90	2133	9010300	Measure U	5800010	Prof Servc & Oprtng Exp	0000000965	MURPHY-001
4/17/2023	11,000.00	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
4/19/2023	9,012.50	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
4/19/2023	4,950.00	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
4/19/2023	5,775.00	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
4/19/2023	17,015.00	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
5/8/2023	2,567.00	2133	9010300	Measure U	5800002	Legal Expense	004309	BEST BEST -001
5/8/2023	9,625.00	2133	9010300	Measure U	6200072	Construction Mgmt Fees	0000000706	TOM SILVA-001
5/8/2023	5,000.00	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
5/8/2023	8,000.00	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
5/8/2023	8,000.00	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
5/8/2023	5,000.00	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
5/8/2023	8,862.50	2133	9010309	Playgrounds Project	6200020	DSA Fees	000105	RCF-001
5/8/2023	8,862.50	2133	9010309	Playgrounds Project	6200020	DSA Fees	000105	RCF-001
5/8/2023	13,700.00	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
5/8/2023	27,775.00	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
5/8/2023	22,000.00	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
5/8/2023	13,742.50	2133	9010313	Security Fencing Project	6200020	DSA Fees	000105	RCF-001
5/10/2023	20,460.00	2133	9010314	Modernization Project	6200005	Bldg Testing	0000000223	NINYO & M-001
5/19/2023	5,289.00	2133	9010309	Playgrounds Project	6200002	Bldg Construction	004087	RGC CONSTR-001
5/19/2023	3,394.06	2133	9010309	Playgrounds Project	6200002	Bldg Construction	004087	RGC CONSTR-001
5/19/2023	35,177.55	2133	9010309	Playgrounds Project	6200002	Bldg Construction	004087	RGC CONSTR-001
6/5/2023	(8,000.00)	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/5/2023	(5,000.00)	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/5/2023	(5,000.00)	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/5/2023	(8,000.00)	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/5/2023	(22,000.00)	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/5/2023	(27,775.00)	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/5/2023	(13,700.00)	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/7/2023	5,000.00	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/7/2023	8,000.00	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/7/2023	8,000.00	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/7/2023	5,000.00	2133	9010309	Playgrounds Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/7/2023	27,775.00	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/7/2023	22,000.00	2133	9010313	Security Fencing Project	6200003	Bldg Arch Plans	0000000963	PBK-001
6/12/2023	6,523.20	2133	9010300	Measure U	5800002	Legal Expense	004309	BEST BEST -001
Total	1,034,141.40							

San Ysidro School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

TO: Citizens' Bond Oversight Committee **MEETING DATE:** June 15, 2023

FROM: Marilyn Adrianzen
Chief Business Official

☒ Measure T ☐ Measure U
☒ Informational ☐ Action

AGENDA ITEM: 2020-2021 CITIZENS BOND OVERSIGHT COMMITTEE FINANCIAL AUDIT REPORT FOR MEASURE T

BACKGROUND INFORMATION:
In order for the Committee to perform the duties set forth in Sections 4.1, 4.2 and 4.3 of the Bylaws, the Bond Oversight Committee (BOC) may engage in any of the activities authorized under Proposition 39 including the following: (a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit as required by Article XIIIA of the California Constitution.

Wilkinson, Hadley, King & Co., LLP, an independent auditing firm, was hired to perform an audit of all the District's financial expenses including Measure T and Measure U. The latest BOC Audit Report for 2020-21 is dated June 30, 2021.

The Audit Report was presented to the District's Governing Board on April 13, 2023. A copy was provided to BOC Members via email on April 13, 2023 and again on June 15, 2023 during a BOC special meeting. The audit reports can be found on the District's website.

RECOMMENDATION:
Information only.

San Ysidro School District

Measure T Building Fund General Obligation Bond

Financial Statements & Supplementary Information

June 30, 2021

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

San Ysidro School District
Measure T Building Fund (21-39)
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June 30, 2021

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

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

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

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

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

The San Ysidro School District Citizens' Oversight Committee consisted of the following members for the fiscal year ended June 30, 2021:

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

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

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

Independent Auditor's Report

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

Report on the Financial Statements

We have audited the accompanying financial statements of the San Ysidro School District Measure T Building Fund (21-39), which comprise the balance sheet as of June 30, 2021, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the San Ysidro School District Measure T Building Fund (21-39) as of June 30, 2021, and the results of its operations for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

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

Other Matters

Required Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2023, on our consideration of San Ysidro School District Measure T Building Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated March 31, 2023 on our consideration of the District's compliance with the requirements of Proposition 39 with regards to the Measure T Building Fund (21-39). That report is an integral part of our audit of the San Ysidro School District Measure T Building Fund (21-39) for the fiscal year ended June 30, 2021 and should be considered in assessing the results of our financial audit.

El Cajon, California
March 31, 2023

SAN YSIDRO SCHOOL DISTRICT
MEASURE T BUILDING FUND (21-39)
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2021
(Unaudited)

This section of the San Ysidro School Districts'(SYSD) Measure T Building Fund annual financial and performance report presents the discussion and analysis of the Measure T bond program during the fiscal year that ended June 30, 2021. This Management Discussion and Analysis (MD&A) should be read in conjunction with the Bond Fund's financial statements that immediately follow this section.

FINANCIAL HIGHLIGHTS

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

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

FINANCIAL ANALYSIS OF MEASURE T BUILDING FUND

Balance Sheet

The District's Measure T Building Fund balance as of June 30, 2021 was $0 (see Table A-1). The funds are used to finance the modernization and construction of school sites and refund older bonds for present value savings.

Table A-1
Measure T Building Fund
Balance Sheet

	Year Ended June 30, 2021	Year Ended June 30, 2020	Change	Percentage Change
Assets				
Cash and Investments	$ 15,362,416	$ -	15,362,416	100%
Other Current Assets	-	-	-	0%
Total Assets	$ 15,362,416	$ -	$ 15,362,416	100%
Liabilities				
Cost of Issueance	$ -	$ -	$ -	0%
Total Liabilities	-	-	-	0%
Fund Balance				
Restricted for capital projects	15,362,416	-	15,362,416	100%
Total Fund Balance	15,362,416	-	15,362,416	100%
Total Liabilities & Fund Balance	$ 15,362,416	$ -	$ 15,362,416	100%

Fund Balance (or Change in Fund Balance)

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

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

	June 30, 2021	June 30, 2020	Change	Percentage Change
Other Sources				
Proceeds from sale of bonds	15,830,000	-	15,830,000	100%
Total Other Sources	15,830,000	$ -	15,830,000	100%
Expenditures & Other Uses				
Cost of Issueance	(467,584)	-	(467,584)	100%
Debt service - Interest	(1,362,416)	-	(1,362,416)	100%
Debt service - Principal	(14,000,000)	-	(14,000,000)	100%
Total Expenditures & Other Uses	(15,830,000)	-	(15,830,000)	100%
Change in Fund Balance	-	-	-	0%
Fund Balance - Beginning	-	-	-	0%
Fund Balance - Ending	$ -	$ -	$ -	0%

CAPITAL ASSETS

During the fiscal year ended June 30, 2021 SYSD expended no capital expenditures from Measure T funds. These expenditures are part of the SYSD total capital assets as reflected in the District's separate financial audit.

LONG TERM DEBT

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

Table A-3
Measure T Building Fund
Long Term Debt

	Year Ended June 30,			Percentage
	2021	2020	Change	Change
General Obligation Bonds				
Principal Balance	$ 15,830,000	$ -	$ -	0%
Total Measure T GO Bonds	$ 15,830,000	$ -	$ -	0%

FACTORS BEARING ON THE BOND PROGRAM'S FUTURE

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

- Possible increases in building costs during construction

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

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

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

Financial Statements

San Ysidro School District
Measure T Building Fund (21-39)
Balance Sheet
June 30, 2021

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

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

San Ysidro School District
Measure T Building Fund (21-39)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended June 30, 2021

OTHER SOURCES	
Proceeds from sale of bonds	$ 15,830,000
TOTAL OTHER SOURCES	15,830,000
EXPENDITURES	
Current Expenditures	
Cost of Issuance:	467,584
Debt Service	
Interest	1,362,416
Principal	14,000,000
TOTAL EXPENDITURES	15,830,000
NET CHANGE IN FUND BALANCE	-
FUND BALANCE, BEGINNING OF YEAR	-
FUND BALANCE, END OF YEAR	$ -

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

A. Summary of Significant Accounting Policies

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

1. Reporting Entity

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

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

2. Basis of Accounting – Measurement Focus

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

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

3. Encumbrances

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

4. Budgets and Budgetary Accounting

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

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

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

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

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

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

b. Expenditures

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

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

a. Deposits and Investments

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

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

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

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

b. Interfund Activity

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

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

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

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

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

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

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

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

7. Use of Estimates

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

8. Fair Value Measurements

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

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

9. New Accounting Pronouncements

The Bond Fund has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2021. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 90, Majority Equity Interest – an amendment of GASB Statements 14 and 61	08/2018
GASB Statement 93, Replacement of Interbank Offered Rates	03/2020
GASB Implementation Guide No. 2019-1, Implementation Guidance Update – 2019	04/2019
GASB Implementation Guide No. 2019-2, Fiduciary Activities	06/2019

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

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

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

Violation	Action Taken
None Reported	Not Applicable

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

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

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. General Obligation Bonds

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

In March 2020 registered voters authorized the issuance of $52,985,000 principal amount of general obligation bonds. As of June 30, 2021, $37,155,000 of the authorized amount remains unissued.

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

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

The annual requirements to amortize the bonds outstanding at June 30, 2021 are as follows:

Year Ending June 30,	Principal	Interest	Total
2022	$ 1,235,000	$ 357,576	$ 1,592,576
2023	1,335,000	351,448	1,686,448
2024	200,000	346,833	546,833
2025	225,000	344,932	569,932
2026	245,000	342,493	587,493
2027-2031	1,615,000	1,643,977	3,258,977
2032-2036	2,425,000	1,425,182	3,850,182
2037-2041	3,540,000	1,023,455	4,563,455
2042-2046	5,010,000	392,287	5,402,287
Totals	$ 15,830,000	$ 6,228,183	$ 22,058,183

Premium/Discount

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

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

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

D. Commitments and Contingencies

1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2021.

2. Construction Commitments

As of June 30, 2021, the Bond Fund had no outstanding construction commitments.

E. Upcoming Accounting Guidance

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

Description	Date Issued	Fiscal Year Effective
GASB Statement 87, Leases	06/2017	2021-22
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018	2021-22
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 92, Omnibus 2020	01/2020	2021-22
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020	2021-22
GASB Statement 98, The Annual Comprehensive Financial Report	10/2021	2021-22
GASB Implementation Guide No. 2019-3, Leases	08/2019	2021-22
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020	2021-22
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021	05/2021	2021-22 Thru 2023-24

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

Other Independent Auditors' Reports

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

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

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the San Ysidro School District Measure T Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise San Ysidro School District Measure T Building Fund's basic financial statements, and have issued our report thereon dated March 31, 2023.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

El Cajon, California
March 31, 2023

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

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

Independent Auditor's Report on Performance

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

We were engaged to conduct a performance audit of the San Ysidro School District Measure T Building Fund (21-39), herein after referred to as the Bond Fund, for the year ended June 30, 2021.

Management's Responsibility for Performance Compliance

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

Auditor's Responsibility

Our responsibility is to express an opinion on performance based on our audit. We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Appendix A of the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

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

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

Objectives, Scope, & Methodology of the Audit

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Measure T as approved by registered voters for the fiscal year ended June 30, 2021. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

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

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

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

Internal Control Evaluation

Procedure Performed

Inquiries were made of management regarding internal controls to:

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

Results of Procedure Performed

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

Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures. Testing totaled to $467,584 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2020-21 fiscal year.

Tests of Expenditures

Procedures Performed

We tested expenditures to determine whether Measure T proceeds were spent solely on voter and Board approved school facilities projects as set forth in the bond Projects List and language of the Measure T ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance. Testing totaled to $467,584 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedures Performed

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

Tests of Contracts and Bid Procedures

Procedures Performed

We tested expenditures under Measure T to determine if the expenditure was part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance. Testing totaled to $467,584 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedures Performed

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

Facilities Site Review

Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Measure T designated projects to determine whether the funds expended for the year ended June 30, 2021, were for valid facilities acquisition and construction purposes as stated in the Bond Project List. Additionally, we reviewed photographs of significant bond projects to determine projects were being completed as identified in the Bond Project List.

Results of Procedures Performed

Based on review of expenditure documentation, and other pertinent information provided, it appears no construction work was performed in 2020-21. All expenditures were related to issuing the bond and refunding prior debt service. This was consistent with the allowable expenditures identified in Measure T ballot measures.

Citizens' Oversight Committee

Procedures Performed

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

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

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

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

Results of Procedures Performed

The Citizen's Oversight Committee (COC) held five meetings during the fiscal year ended June 30, 2021. During meetings expenditures for the 2020-21 fiscal years were reviewed and discussed. In addition, the COC reviewed and approved the annual report to the public for the 2020-21 fiscal year on May 20, 2021.

Procedure Performed

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

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

Results of Procedures Performed

In our review of the Citizens' Oversight Committee composition for the fiscal year ended June 30, 2021, we determined that the Committee was in compliance with Education Code Section 15282.

Opinion on Performance

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

Purpose of the Report

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

El Cajon, California
March 31, 2023

Auditor’s Results, Findings & Recommendations

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

Schedule of Auditor's Results

Year Ended June 30, 2021

FINANCIAL STATEMENTS

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

PERFORMANCE AUDIT

Any audit findings disclosed that are required to be reported in accordance with *2020-21 Guide for Annual Audits of California K-12 Local Education Agencies* or Proposition 39?	____ Yes	X No

San Ysidro School District
Measure T Building Fund (21-39)
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

No findings have been identified in the 2020-21 fiscal year.

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

Schedule of Prior Year Audit Findings
Year Ended June 30, 2021

There was no audit performed for the fiscal year ended June 30, 2020.

San Ysidro School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

TO: Citizens' Bond Oversight Committee

MEETING DATE: June 15, 2023

FROM: Marilyn Adrianzen
Chief Business Official

☐ Measure T ☒ Measure U

☒ Informational ☐ Action

AGENDA ITEM: 2020-2021 CITIZENS BOND OVERSIGHT COMMITTEE FINANCIAL AUDIT REPORT FOR MEASURE U

BACKGROUND INFORMATION:
In order for the Committee to perform the duties set forth in Sections 4.1, 4.2 and 4.3 of the Bylaws, the Bond Oversight Committee (BOC) may engage in any of the activities authorized under Proposition 39 including the following: (a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit as required by Article XIIIA of the California Constitution.

Wilkinson, Hadley, King & Co., LLP, an independent auditing firm, was hired to perform an audit of all the District's financial expenses including Measure T and Measure U. The latest BOC Audit Report for 2020-21 is dated June 30, 2021.

The Audit Report was presented to the District's Governing Board on April 13, 2023. A copy was provided to BOC Members via email on April 13, 2023 and again on June 15, 2023 during a BOC special meeting. The audit reports can be found on the District's website.

RECOMMENDATION:
Information only.

San Ysidro School District

Measure U Building Fund
General Obligation Bond

Financial Statements & Supplementary Information

June 30, 2021

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

San Ysidro School District
Measure U Building Fund (21-33)
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June 30, 2021

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

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

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

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

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

The San Ysidro School District Citizens' Oversight Committee consisted of the following members for the fiscal year ended June 30, 2021:

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

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

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

Independent Auditor's Report

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

Report on the Financial Statements

We have audited the accompanying financial statements of the San Ysidro School District Measure U Building Fund (21-33), which comprise the balance sheet as of June 30, 2021, and the related statement of revenues, expenditures, and changes in fund balance for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the San Ysidro School District Measure U Building Fund (21-33) as of June 30, 2021, and the results of its operations for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

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

Other Matters

Required Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2023, on our consideration of San Ysidro School District Measure U Building Fund's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated March 31, 2023 on our consideration of the District's compliance with the requirements of Proposition 39 with regards to the Measure U Building Fund (21-33). That report is an integral part of our audit of the San Ysidro School District Measure U Building Fund (21-33) for the fiscal year ended June 30, 2021 and should be considered in assessing the results of our financial audit.

El Cajon, California
March 31, 2023

San Ysidro School District
MEASURE U BUILDING FUND (21-33)
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2021
(Unaudited)

This section of the San Ysidro School District's (SYSD) Measure U Building Fund annual financial and performance report presents the management discussion and analysis of the Measure U bond program during the fiscal year that ended June 30, 2021. This Management Discussion and Analysis (MD&A) should be read in conjunction with the Bond Fund's financial statements that immediately follow this section.

FINANCIAL HIGHLIGHTS

- The Measure U Building Fund expended $657,045 in capital expenditures and bond issuance costs during the year ended June 30, 2021.

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

FINANCIAL ANALYSIS OF PROPOSITION U BUILDING FUND

Balance Sheet

The District's Measure U Building Fund balance as of June 30, 2021 was $20,004,611 (see Table A-1). The funds are used to finance the modernization and construction of school sites.

Table A-1
Measure U Building Fund
Balance Sheet

	Year Ended June 30,			Percentage
	2021	2020	Change	Change
Assets				
Cash and Investments	$ 20,004,611	$ -	$ 20,004,611	100%
Total Assets	$ 20,004,611	$ -	$ 20,004,611	100%
Liabilities				
Accounts Payable	$ -	$ -	$ -	0%
Total Liabilities	-	-	-	0%
Fund Balance				
Restricted for capital projects	20,004,611	-	20,004,611	100%
Total Fund Balance	20,004,611	-	20,004,611	100%
Total Liabilities & Fund Balance	$ 20,004,611	$ -	$ 20,004,611	100%

Fund Balance (or Change in Fund Balance)

The District's total Measure U Building Fund revenue and other sources were $22,661,661. The total expenditures and other uses were $2,657,050.

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

	June 30, 2021	June 30, 2020	Change	Percentage Change
Revenues & Other Sources				
Proceeds From Sale of Bonds	$ 22,478,801	-	$ 22,478,801	100%
Interest Income	99,639	-	99,639	100%
Fair Market Value Adjustment	83,221		83,221	100%
Total Revenues & Other Sources	22,661,661	$ -	22,578,440	100%
Expenditures & Other Uses				
Cost of Issuance	(604,545)	-	(604,545)	100%
Capital Outlay	(52,500)	-	(52,500)	100%
Other Financing Uses	(2,000,005)	-	(2,000,005)	100%
Total Expenditures & Other Uses	(2,657,050)	-	(2,657,050)	100%
Change in Fund Balance	20,004,611	-	20,004,611	100%
Fund Balance - Beginning	-	-	-	100%
Fund Balance - Ending	$ 20,004,611	$ -	$ 20,004,611	100%

CAPITAL ASSETS

During the fiscal year ended June 30, 2021 the Measure U Building Fund expended $52,500 in capital expenditures from Measure U funds. These expenditures are part of the SYSD total capital assets as reflected in the District's separate financial audit.

LONG TERM DEBT

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

Table A-3
Measure U Building Fund
Long Term Debt

	Year Ended June 30,			Percentage
	2021	2020	Change	Change
General Obligation Bonds				
Principal Balance	$ 20,000,000	$ -	$ 20,000,000	100%
Bond Premium	2,454,509	-	2,454,509	100%
Total Measure A GO Bonds	$ 22,454,509	$ -	$ 22,454,509	100%

FACTORS BEARING ON THE BOND PROGRAM'S FUTURE

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

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

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

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

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

Financial Statements

San Ysidro School District
Measure U Building Fund (21-33)
Balance Sheet
June 30, 2021

ASSETS	
Current Assets	
Cash in county treasury	$ 20,004,611
TOTAL ASSETS	$ 20,004,611
LIABILITIES AND FUND BALANCE	
Current Liabilities	
Total Liabilities	-
Fund Balance	
Restricted for capital projects	20,004,611
Total Fund Balance	20,004,611
TOTAL LIABILITIES AND FUND BALANCE	$ 20,004,611

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

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

Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended June 30, 2021

REVENUES & OTHER SOURCES		
Proceeds from Sale of Bond	$	22,478,801
Interest Income		99,639
Fair Market Value Adjustment		83,221
TOTAL REVENUES & OTHER SOURCES		22,661,661
EXPENDITURES		
Other Operating Expenses:		
Cost of Issuance		604,545
Capital Outlay		52,500
Debt Service:		
Other Financing Uses - Transferred to Debt Service Fund		2,000,005
TOTAL EXPENDITURES		2,657,050
NET CHANGE IN FUND BALANCE		20,004,611
FUND BALANCE, BEGINNING OF YEAR		-
FUND BALANCE, END OF YEAR	$	20,004,611

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

A. Summary of Significant Accounting Policies

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

1. Reporting Entity

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

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

2. Basis of Accounting – Measurement Focus

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

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

3. Encumbrances

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

4. Budgets and Budgetary Accounting

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

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

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

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

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

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

b. Expenditures

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

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

a. Deposits and Investments

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

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

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

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

b. Interfund Activity

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

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

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

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

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

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

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

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

7. Use of Estimates

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

8. Fair Value Measurements

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

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

9. New Accounting Pronouncements

The Bond Fund has adopted accounting policies compliant with new pronouncements issued by the Government Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2021. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 90, Majority Equity Interest – an amendment of GASB Statements 14 and 61	08/2018
GASB Statement 93, Replacement of Interbank Offered Rates	03/2020
GASB Implementation Guide No. 2019-1, Implementation Guidance Update – 2019	04/2019
GASB Implementation Guide No. 2019-2, Fiduciary Activities	06/2019

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

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

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

Violation	Action Taken
None Reported	Not Applicable

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

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

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. Fair Value Measurements

The Bond Fund's investments at June 30, 2021, categorized within the fair value hierarchy established by generally accepted accounting principles, were as follows:

		Fair Value Measurement Using		
	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
External investment pools measured at fair value				
San Diego County Treasury	$ 20,004,611	$ -	$ 20,004,611	$ -
Total investments by fair value level	$ 20,004,611	$ -	$ 20,004,611	$ -

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

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

D. Cash and Investments

1. Cash in County Treasury

In accordance with Education Code §41001, the Bond Fund maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool ($20,004,611 as of June 30, 2021). The fair value of the Bond Fund's portion of this pool as of that date, as provided by the pool sponsor, was $20,004,611. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

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

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

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

3. Analysis of Specific Deposit and Investment Risks

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

a. Credit Risk

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

At June 30, 2021, credit risk for the Bond Fund's investments was as follows:

Investment Type	Rating	Rating Agency	Amount
County Treasurer's Investment Pool	Unrated	Not Applicable	$ 19,980,318

b. Custodial Credit Risk

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

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

At June 30, 2021, the Bond Fund was not exposed to custodial credit risk.

c. Concentration of Credit Risk

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

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Bond Fund maintains pooled investments with the San Diego County Treasury with a fair value of $20,004,611. The average weighted maturity for this pool was 613 days at June 30, 2021.

e. Foreign Currency Risk

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

4. Investment Accounting Policy

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

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

E. Short Term Debt Activity

The Bond Fund accounts for short-term debts for maintenance purposes through the General Fund. The proceeds from loans are shown in the financial statements as other financing sources. The Bond Fund did not issue any short-term debt during the fiscal year ended June 30, 2021.

F. General Obligation Bonds

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

In March 2020 registered voters authorized the issuance of $55,500,000 principal amount of general obligation bonds. As of June 30, 2021, $20,000,000 of the authorized amount has been issued.

General obligation bonds at June 30, 2021 consisted of the following:

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

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
2020 GO Bonds Series A					
Principal	-	$ 20,000,000	-	$ 20,000,000	1,505,000
Premium	-	2,454,509	-	2,454,509	184,579
Total GO Bonds	$ -	$ 22,454,509	$ -	$ 22,454,509	$ 1,689,579

The annual requirements to amortize the bonds outstanding at June 30, 2021 are as follows:

Year Ended June 30,	Principal	Interest	Total
2022	$ 1,505,000	$ 745,475	$ 2,250,475
2023	1,690,000	697,550	2,387,550
2024	810,000	656,000	1,466,000
2025	155,000	636,700	791,700
2026	190,000	629,800	819,800
2027-2031	1,540,000	2,993,000	4,533,000
2032-2036	2,800,000	2,791,200	5,591,200
2037-2041	4,515,000	1,751,800	6,266,800
2042-2046	6,795,000	585,600	7,380,600
Total	$ 20,000,000	$ 11,487,125	$ 31,487,125

Premium/Discount

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

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

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

G. Commitments and Contingencies

1. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Bond Fund as of June 30, 2021.

2. Construction Commitments

As of June 30, 2021, the Bond Fund had not finalized project costs to show construction commitments.

H. Upcoming Accounting Guidance

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

Description	Date Issued	Fiscal Year Effective
GASB Statement 87, Leases	06/2017	2021-22
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018	2021-22
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 92, Omnibus 2020	01/2020	2021-22
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020	2021-22
GASB Statement 98, The Annual Comprehensive Financial Report	10/2021	2021-22
GASB Implementation Guide No. 2019-3, Leases	08/2019	2021-22
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020	2021-22
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021	05/2021	2021-22 Thru 2023-24

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

Other Independent Auditors' Reports

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

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

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the San Ysidro School District Measure U Building Fund (Bond Fund), which comprise the Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise San Ysidro Schools District Measure U Building Fund's basic financial statements, and have issued our report thereon dated March 31, 2023.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

El Cajon, California
March 31, 2023

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

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

Independent Auditor's Report on Performance

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

We were engaged to conduct a performance audit of the San Ysidro School District's Measure U Building Fund (21-33), herein after referred to as the Bond Fund, for the year ended June 30, 2021.

Management's Responsibility for Performance Compliance

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

Auditor's Responsibility

Our responsibility is to express an opinion on performance based on our audit. We conducted this performance audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Appendix A of the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusions based on our audit objectives.

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

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

Objectives, Scope, & Methodology of the Audit

In connection with our performance audit, we performed an audit for compliance as required in the performance requirements set forth in Measure U as approved by registered voters for the fiscal year ended June 30, 2021. The objective of the audit of compliance applicable to the Bond Fund is to determine with reasonable assurance that:

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

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

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

Internal Control Evaluation

Procedure Performed

Inquiries were made of management regarding internal controls to:

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

Results of Procedure Performed

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

Procedure Performed

Tests of controls were performed based on identified controls from procedures above, utilizing samples of expenditures with a sample size sufficient for a high level of assurance, to determine if internal controls as designed are properly implemented and in place over the Bond Fund expenditures. Testing totaled to $2,657,050 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedure Performed

The results of our audit determined that the internal controls as designed were properly implemented during the 2020-21 fiscal year.

Tests of Expenditures

Procedures Performed

We tested expenditures to determine whether Measure U proceeds were spent solely on voter and board approved school facilities projects as set forth in the Bond Projects List and language of the Measure U ballot measure language. Our testing was performed using a sample size sufficient to meet a high level of assurance. Testing totaled to $2,657,050 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedures Performed

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

Tests of Contracts and Bid Procedures

Procedures Performed

We tested expenditures under Measure U to determine if the expenditure was part of a valid contract, that the contract was properly approved by the District's Governing Board, and that the contract was established in compliance with Public Contract Code provisions, including bid procedures. Our testing was performed using a sample size sufficient to meet a high level of assurance. Testing totaled $2,657,050 or 100% of total expenditures for the fiscal year ended June 30, 2021.

Results of Procedures Performed

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

Facilities Site Review

Procedures Performed

We reviewed the Independent Citizens' Oversight Committee minutes and agendas along with other pertinent information on Measure U designated projects to determine whether the funds expended for the year ended June 30, 2021, were for valid facilities acquisition and construction purposes as stated in the Bond Project List. Additionally, we reviewed photographs of significant bond projects to determine projects were being completed as identified in the Bond Project List.

Results of Procedures Performed

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

Citizens' Oversight Committee

Procedures Performed

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

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

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

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

Results of Procedures Performed

The Citizen's Oversight Committee (COC) held five meetings during the fiscal year ended June 30, 2021. During meetings, expenditures for the 2020-21 fiscal year were reviewed and discussed. In addition, the COC reviewed and approved the annual report to the public for the 2020-21 fiscal year on May 20, 2021.

Procedure Performed

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

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

Results of Procedures Performed

In our review of the Citizens' Oversight Committee composition for the fiscal year ended June 30, 2021, we determined that the Committee was in compliance with Education Code Section 15282.

Opinion on Performance

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

Purpose of the Report

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

El Cajon, California
March 31, 2023

Auditor’s Results, Findings & Recommendations

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

Schedule of Auditor's Results

Year Ended June 30, 2021

FINANCIAL STATEMENTS

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

PERFORMANCE AUDIT

Any audit findings disclosed that are required to be reported in accordance with *2020-21 Guide for Annual Audits of California K-12 Local Education Agencies* or Proposition 39?	____ Yes	X No

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements or performance audit that are required to be reported in accordance with *Government Auditing Standards,* or *Appendix A of the 2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

A. **Financial Statement Findings**

None

B. **Performance Audit Findings**

None

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

Schedule of Prior Year Audit Findings
Year Ended June 30, 2021

There was no audit performed for the fiscal year ended June 30, 2020.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION BOND MEASURE T FOR FISCAL YEAR 2021-22

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

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

The General Obligation Bond Measure T audit for fiscal year 2021-22 was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. The audit report is being submitted to the Governing Board for review and approval. A representative from Wilkinson, Hadley, King & Co., LLP will be present to answer questions from the Board on this item.

RECOMMENDATION:
Approve the 2021-22 Annual Financial Audit Report for General Obligation Bond Measure T.

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

Measure T Building Fund General Obligation Bond

Financial Statements & Supplementary Information

June 30, 2022

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

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

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

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

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

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

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

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

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

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

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

Independent Auditor's Report

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

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Emphasis of Matter

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

Other Matters

Required Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

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

Report on Other Legal and Regulatory Requirements

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

El Cajon, California
June 13, 2023

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

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

FINANCIAL HIGHLIGHTS

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

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

FINANCIAL ANALYSIS OF MEASURE T BUILDING FUND

Balance Sheet

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

Table A-1
Measure T Building Fund
Balance Sheet

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

Fund Balance (or Change in Fund Balance)

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

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

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

CAPITAL ASSETS

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

LONG TERM DEBT

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

Table A-3
Measure T Building Fund
Long Term Debt

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

FACTORS BEARING ON THE BOND PROGRAM'S FUTURE

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

- Possible increases in building costs during construction

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

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

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

Financial Statements

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

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

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

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

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

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

A. Summary of Significant Accounting Policies

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

1. Reporting Entity

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

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

2. Basis of Accounting – Measurement Focus

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

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

3. Encumbrances

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

4. Budgets and Budgetary Accounting

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

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

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

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

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

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

b. Expenditures

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

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

a. Deposits and Investments

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

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

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

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

b. Interfund Activity

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

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

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

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

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

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

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

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

7. Use of Estimates

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

8. Fair Value Measurements

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

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

9. New Accounting Pronouncements

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

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

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

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

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

Violation	Action Taken
None Reported	Not Applicable

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

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

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. General Obligation Bonds

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

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

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

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

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

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

Premium/Discount

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

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

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

D. Commitments and Contingencies

1. Litigation

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

2. Construction Commitments

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

E. Upcoming Accounting Guidance

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

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

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

Other Independent Auditors' Reports

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

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

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

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

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

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

El Cajon, California
June 13, 2023

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

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

Independent Auditor's Report on Performance

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

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

Management's Responsibility for Performance Compliance

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

Auditor's Responsibility

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

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

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

Objectives, Scope, & Methodology of the Audit

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

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

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

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

Internal Control Evaluation

Procedure Performed

Inquiries were made of management regarding internal controls to:

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

Results of Procedure Performed

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

Procedure Performed

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

Results of Procedure Performed

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

Tests of Expenditures

Procedures Performed

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

Results of Procedures Performed

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

Tests of Contracts and Bid Procedures

Procedures Performed

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

Results of Procedures Performed

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

Facilities Site Review

Procedures Performed

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

Results of Procedures Performed

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

Citizens' Oversight Committee

Procedures Performed

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

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

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

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

Results of Procedures Performed

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

Procedure Performed

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

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

Results of Procedures Performed

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

Opinion on Performance

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

Purpose of the Report

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

El Cajon, California
June 13, 2023

Auditor’s Results, Findings & Recommendations

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

Schedule of Auditor's Results

Year Ended June 30, 2022

FINANCIAL STATEMENTS

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

PERFORMANCE AUDIT

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

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

A. **Financial Statement Findings**

None

B. **Performance Audit Findings**

None

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

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION BOND MEASURE U FOR FISCAL YEAR 2021-22

BACKGROUND INFORMATION:
On March 3, 2020, the voters within the District authorized Measure U general obligation bonds not to exceed $55,500.00.

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

The General Obligation Bond Measure U audit for fiscal year 2021-22 was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. The audit report is being submitted to the Governing Board for review and approval. A representative from Wilkinson, Hadley, King & Co., LLP will be present to answer questions from the Board on this item.

RECOMMENDATION:
Approve the 2021-22 Annual Financial Audit Report for General Obligation Bond Measure U.

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

Measure U Building Fund
General Obligation Bond

Financial Statements & Supplementary Information

June 30, 2022

WILKINSON HADLEY KING & CO. LLP
CPAs AND ADVISORS

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

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

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

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

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

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

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

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

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

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

Independent Auditor's Report

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

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Emphasis of Matter

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

Other Matters

Required Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

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

Report on Other Legal and Regulatory Requirements

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

El Cajon, California
June 13, 2023

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

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

FINANCIAL HIGHLIGHTS

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

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

FINANCIAL ANALYSIS OF PROPOSITION U BUILDING FUND

Balance Sheet

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

Table A-1
Measure U Building Fund
Balance Sheet

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

Fund Balance (or Change in Fund Balance)

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

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

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

CAPITAL ASSETS

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

LONG TERM DEBT

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

Table A-3
Measure U Building Fund
Long Term Debt

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

FACTORS BEARING ON THE BOND PROGRAM'S FUTURE

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

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

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

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

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

Financial Statements

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

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

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

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

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

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

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

A. Summary of Significant Accounting Policies

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

1. Reporting Entity

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

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

2. Basis of Accounting – Measurement Focus

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

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

3. Encumbrances

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

4. Budgets and Budgetary Accounting

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

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

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

5. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

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

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

b. Expenditures

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

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

a. Deposits and Investments

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

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

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

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

b. Interfund Activity

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

c. Fund Balances – Governmental Funds

Fund balances of the Bond Fund are classified as follows:

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

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

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

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

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

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

7. Use of Estimates

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

8. Fair Value Measurements

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

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

9. New Accounting Pronouncements

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

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

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

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

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

Violation	Action Taken
None Reported	Not Applicable

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

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

Fund Name	Deficit Amount	Remarks
None	Not Applicable	Not Applicable

C. Fair Value Measurements

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

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

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

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

D. Cash and Investments

1. Cash in County Treasury

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

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

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

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

3. Analysis of Specific Deposit and Investment Risks

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

a. Credit Risk

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

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

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

b. Custodial Credit Risk

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

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

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

c. Concentration of Credit Risk

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

d. Interest Rate Risk

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

e. Foreign Currency Risk

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

4. Investment Accounting Policy

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

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

E. Short Term Debt Activity

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

F. General Obligation Bonds

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

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

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

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

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

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

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

Premium/Discount

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

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

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

G. Commitments and Contingencies

1. Litigation

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

2. Construction Commitments

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

H. Upcoming Accounting Guidance

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

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

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

Other Independent Auditors' Reports

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

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

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

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

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

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

El Cajon, California
June 13, 2023

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

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

Independent Auditor's Report on Performance

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

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

Management's Responsibility for Performance Compliance

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

Auditor's Responsibility

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

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

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

Objectives, Scope, & Methodology of the Audit

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

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

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

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

Internal Control Evaluation

Procedure Performed

Inquiries were made of management regarding internal controls to:

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

Results of Procedure Performed

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

Procedure Performed

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

Results of Procedure Performed

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

Tests of Expenditures

Procedures Performed

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

Results of Procedures Performed

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

Tests of Contracts and Bid Procedures

Procedures Performed

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

Results of Procedures Performed

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

Facilities Site Review

Procedures Performed

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

Results of Procedures Performed

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

Citizens' Oversight Committee

Procedures Performed

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

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

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

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

Results of Procedures Performed

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

Procedure Performed

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

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

Results of Procedures Performed

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

Opinion on Performance

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

Purpose of the Report

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

El Cajon, California
June 13, 2023

Auditor’s Results, Findings & Recommendations

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

Schedule of Auditor's Results

Year Ended June 30, 2022

FINANCIAL STATEMENTS

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

PERFORMANCE AUDIT

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

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

A. **Financial Statement Findings**

None

B. **Performance Audit Findings**

None

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

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Russell Little,
Assistant Superintendent,
Educational Leadership and Pupil 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)
    - Revised Board Policy/Administrative Regulation 0420.4 - Charter School Authorization

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 0000 series: Revised Board Policy/Administrative Regulation 0420.4 - Charter School Authorization.

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

Policy 0420.4: Charter School Authorization **Status:** ADOPTED

Original Adopted Date: 05/01/2019 | **Last Revised Date:** 03/01/~~2020~~2023 | **Last Reviewed Date:** 03/01/~~2020~~2023

CSBA NOTE: The following optional policy may be revised to reflect district practice. Education Code 47600-47616.7 authorize the establishment of public charter schools, which are generally exempt from the Education Code unless otherwise specified in law. To establish a charter school within the district, petitioners must submit to the Governing Board for approval a petition which includes all components required by law as described in the accompanying administrative regulation. The following policy reflects the criteria and procedures required by Education Code 47605~~, as amended by AB 1505 (Ch. 486, Statutes of 2019) and AB 1595 (Ch. 543, Statutes of 2019).~~.

Under certain circumstances, charter petitions may also be approved by other governmental entities. For example, Education Code 47605.5-47605.6 ~~authorize~~require petitioners to submit a petition directly to the County Board of Education when (1) the charter school will serve students for whom the county office of education would otherwise be responsible for providing direct education and related services or (2) the countywide program will provide educational services to a student population that cannot be served as well by a charter school operating in only one district in the county. ~~Education Code 47605.8, which authorized petitioners to submit a petition directly to the State Board of Education (SBE) to approve a statewide benefit charter school, was repealed by AB 1505.~~

Pursuant to Education Code 47606, a district may petition the Superintendent of Public Instruction and ~~SBE~~the State Board of Education (SBE) to convert all its schools to charter schools, provided that 50 percent of the district's teachers sign the petition, the petition contains all specified components, and arrangements are made for alternative attendance of students residing within the district who choose not to attend a charter school.

For further information regarding the submission and review of charter school petitions, see CSBA's ~~publication~~ , "Charter Schools: A Guide for Governance Teams." CSBA's District and County Office of Education Legal Services attorneys can also assist with petition reviews for districts that subscribe to that service.

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

CSBA NOTE: Education Code 47605 allows for Board approval of a start-up charter school or the conversion of an existing public school into a charter school, provided that the school adopts and maintains a policy giving admission preference to students who reside within the former attendance area of that public school. The signature requirement differs for each type of charter school; see the accompanying administrative regulation.

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education

Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for contracted services which the district may provide to the proposed charter school.

The Board shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Timelines for Board Action

CSBA NOTE: Pursuant to Education Code 47605, ~~as amended by AB 1505 and AB 1595, upon receiving a charter petition,~~ the Board is required to hold a public hearing within 60 days of receiving a charter petition to determine the level of support for the petition, and to hold a public hearing within 90 days to take final action on the petition. ~~As amended,~~ Education Code 47605 also requires the district to publish, at least 15 days prior to the public hearing at which the Board will grant or deny the petition, staff recommendations regarding the petition and, if applicable, the certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district.

To provide adequate opportunity for public input and thoughtful consideration of the charter petition, it is recommended that the Board conduct two public hearings -- one hearing to determine the level of support for the petition and, following the publication of staff recommendations, a second hearing to grant or deny the petition. However, the law does not explicitly require two hearings, and it may be possible to hold one public hearing ~~for~~to both ~~determining~~determine the level of support for the petition and ~~granting~~grant or ~~denying~~deny the petition, provided that staff recommendations are published 15 days prior to the hearing, the hearing is held within 60 days of receipt of the petition, and the petitioners have equal time and opportunity to present evidence and testimony. ~~Legal~~CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted as needed to ensure that all requirements are met.

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by district teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the

potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. ~~As amended by AB 1505 and AB 1595,~~ Education Code 47605 requires that, in the event that a petition is denied and the matter is appealed, the Board must provide a documentary record to the petitioner, including a transcript of the public hearing at which the Board denied the hearing. See section on "Appeals" below. Thus, it may be useful to have a transcription of the hearing(s) in the event that the petitioners later appeal the decision of the Board.

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

Approval of Petition

CSBA NOTE: Education Code 47605 requires the Board to give preference to charter petitions that demonstrate the capability to provide comprehensive learning experiences to students identified by the petitioner as academically low achieving based on the standards established by the California Department of Education (CDE) pursuant to Education Code 54032, as that section read before July 19, 2006. Prior to its repeal on that date, Education Code 54032 required CDE to develop standards to identify students as academically low achieving for purposes of allocating Economic Impact Aid funds to school sites. However, the Economic Impact Aid program is no longer funded or administered by CDE.

Pursuant to Education Code 47605, ~~as amended by AB 1505 and AB 1595,~~ the Board must also consider the interests of the community in which the school is proposing to locate.

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE). (Education Code 47605)

CSBA NOTE: Pursuant to Education Code 47604.1, ~~as added by SB 126 (Ch. 3, Statutes of 2019),~~ charter schools are subject to the Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 7920.000 - 7930.~~170~~215), conflict of interest laws (Government Code 1090-1099), and the Political Reform Act (Government Code 81000-91014).

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1. Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Although not required by law, CSBA's ~~publication~~ , "Charter Schools: A Guide for Governance Teams," recommends one or more memoranda of understanding (MOUs) to address matters that are related to the charter petition but are not included in the petition, and to establish expectations for which the charter school can be held accountable. CSBA's manual provides examples of issues ~~pertaining to~~that might be addressed in an MOU, including business operations, facilities, administrative and support services, special education, ~~and~~ student assessment ~~that might be addressed in an MOU.~~

~~A sample MOU between SBE and a state-approved charter school, available on the California Department of Education's~~, and athletics. See CDE's web site, ~~may be adapted for use by districts~~sample MOUs.

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the ~~charter~~petition to the County Superintendent of Schools, ~~the~~ CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall summarily deny any charter petition that proposes to:

1. 1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

2. 2. Convert a private school to a charter school (Education Code 47602)

CSBA NOTE: Pursuant to Education Code 47605, the Board may approve a charter school serving students in a grade level not offered by the district only when the charter school will also serve all the grade levels offered by the district. Thus, an elementary district's board cannot approve a charter for a high school, but may approve a charter for a K-12 school since the charter school will serve all grade levels served by the elementary school district.

3. 3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

CSBA NOTE: Pursuant to Education Code 47612.7, ~~as added by AB 1505,~~ until January 1, ~~2022~~2025, the Board is prohibited from approving a petition for the establishment of a new charter school offering nonclassroom-based instruction. A charter school approved before October 1, 2019 which had started providing educational services as of that date may continue to offer nonclassroom-based instruction under the circumstances specified in Education Code 47612.7.

4. 4. Offer nonclassroom-based instruction (Education Code 47612.7)

CSBA NOTE: Pursuant to Education Code 47605, a charter petition can be denied only if certain factual findings are made. 5 CCR 11967.5.1 contains criteria for SBE's review of charter petitions, which may be useful to the district in determining how it might evaluate whether a petition meets the conditions specified below.

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. 1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school.

2. 2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

3. 3. The petition does not contain the number of signatures required.

4. 4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.

5. 5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c).

6. The petition does not contain a declaration as to whether ~~or not~~ the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

~~CSBA NOTE: As amended by AB 1505 and AB 1595, Education Code 47605 expands the grounds for denial of a charter petition to include those specified in items #7-8 below.~~

6. 7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances ~~regarding:~~ that analyze and consider the following factors:

    a. a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings

    b. b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

CSBA NOTE: Pursuant to Education Code 47605, a district under state receivership is not in a position to absorb the fiscal impact of a proposed charter school.

7. 8. The district is not positioned to absorb the fiscal impact of the proposed charter school. The district meets this criterion if it has a negative interim certification, ~~or~~ has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification, or is under state receivership.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

Appeals

CSBA NOTE: Pursuant to Education Code 47605, if the Board denies a charter petition, the petitioner may, within 30 days of the denial, submit the petition to the County Board. If the County Board denies a petition on appeal, the petitioner may, within 30 days of the denial by the County Board, appeal to SBE.

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

CSBA NOTE: CSBA's Education Legal Alliance and the Napa Valley Unified School District each have litigation pending against SBE and the exercise of its authority to reverse the denial of a charter school petition deciding that a board abused its discretion in denying the petition. Due to the legal uncertainty in this area, the Board should consult CSBA's District and County Office of Education Legal Services or district legal counsel when a petition the Board has denied is on appeal to SBE.

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE, which may include supporting documentation, detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and shall grant or deny the petition within 30 days. (Education Code 47605)

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

State	Description

5 CCR 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17078.52-17078.66	Charter schools facility funding; state bond proceeds
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 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33126	School accountability report card
Ed. Code 41365	Charter school revolving loan fund
Ed. Code 42131	Interim certification
Ed. Code 42238.~~51~~02-42238.~~2~~52	Funding for charter districts
Ed. Code 44237	Criminal record summary
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 46201	Instructional minutes
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47650-~~47652~~47655	Funding of charter schools
Ed. Code 49011	Student fees
Ed. Code ~~51745~~51744-51749.6	Independent study
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56026	Special education
Ed. Code 56145-56146	Special education services in charter schools
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000 - 7930.~~170~~215	California Public Records Act

Welfare and Institutions Code 224.1	Indian child; definition

Federal	**Description**
20 USC ~~7223-7225~~7221-7221j	Charter schools

Management Resources	**Description**
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
California ~~Department of Education~~Charter Authorizing Professionals Publication	~~Sample Copy of a~~ Memorandum of Understanding (MOU) Resource, September 2022
Court Decision	CSBA's Education Legal Alliance v. California State Board of Education, Case No. 34-2018-80002834
Court Decision	Napa Unified School District v. California State Board of Education, Case No. 34-2022-80004051
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. ~~February 2016~~2021
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016
CSBA Publication	Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016
U.S. Department of Education Publication	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
U.S. Department of Education Publication	Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, August 2016
~~U.S. Department of Education Publication~~	~~Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011~~
Website	CSBA District and County Office of Education Legal Services
Website	National Association of Charter School Authorizers
Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	CSBA

Website	U.S. Department of Education

Cross References

Code	Description
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0420.42	Charter School Renewal
0420.43	Charter School Revocation
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
0510	School Accountability Report Card
2230	Representative And Deliberative Groups
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6178	Career Technical Education
6178	Career Technical Education
6184	Continuation Education
6184	Continuation Education
7160	Charter School Facilities
7160	Charter School Facilities
9320	Meetings And Notices

Policy 0420.4: Charter School Authorization

Status: ADOPTED

Original Adopted Date: 02/11/2021 **| Last Reviewed Date:** 02/11/2021

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition to the Board for a charter school to be established within the district or for the conversion of an existing district school to a charter school. (Education Code 47605)

Any petition for a charter school shall include all components, signatures, and statements required by law, as specified in the accompanying administrative regulation. The proposed charter shall be attached to the petition. (Education Code 47605)

The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, the Superintendent or designee may also meet with the petitioners to establish workable plans for contracted services which the district may provide to the proposed charter school.

The Board shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Timelines for Board Action

Within 60 days of receiving a charter petition, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider the level of support for the petition by teachers, other district employees, and parents/guardians. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

The Board shall either grant or deny the petition at a public hearing held within 90 days of receiving the petition, or within 120 days with the consent of both the petitioner and the Board. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter, the district shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. During the public hearing, the petitioners shall have equal time and opportunity to present evidence and testimony in response to the staff recommendations and findings. (Education Code 47605)

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision is made.

Approval of Petition

A charter petition shall be granted only if the Board is satisfied that doing so is consistent with sound educational practice and the interests of the community in which the school is proposing to locate. In granting charters, the Board shall consider the academic needs of the students the charter school proposes to serve and shall give preference to petitions that demonstrate the capability to provide comprehensive learning experiences for students who are identified by the petitioner as academically low-achieving, based on standards established by California Department of Education (CDE). (Education Code 47605)

Prior to authorizing any charter, the Board shall verify that the charter includes adequate processes and measures for monitoring and holding the school accountable for fulfilling the terms of its charter and complying with all applicable laws, including Education Code 47604.1.Such processes and measures shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observations of any part of the charter school, and regular reports to the Board.

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

When a petition is approved by the Board, it shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall summarily deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

2. Convert a private school to a charter school (Education Code 47602)

3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district (Education Code 47605)

4. Offer nonclassroom-based instruction (Education Code 47612.7)

Regarding all other charter petitions, the Board shall deny a petition only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program that has a likelihood of physical, educational, or psychological harm to, or which is not likely to provide an educational benefit for, the students to be enrolled in the charter school.

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

3. The petition does not contain the number of signatures required.

4. The petition does not contain a clear, unequivocal statement described in Education Code 47605(e), including that the charter school will be nonsectarian and that the school shall not charge tuition or discriminate against any student based on the characteristics specified in Education Code 220.

5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(c).

6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

7. The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances regarding:

    a. The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings

    b. Whether the proposed charter school would duplicate a program currently offered within the district, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate

8. The district is not positioned to absorb the fiscal impact of the proposed charter school. The district meets this

criterion if it has a negative interim certification, or has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

Appeals

If the Board denies a petition, the petitioner may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to SBE. (Education Code 47605)

At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)

Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)

If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and grant shall or deny the petition within 30 days. (Education Code 47605)

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 11960-11969.10	Charter schools
Corp. Code 5110-6910	Nonprofit public benefit corporations - https://simbli.eboardsolutions.com/SU/up9YZpTJb4gRf50Hwlslsh9Og==
Ed. Code 1240	County superintendent of schools; duties - https://simbli.eboardsolutions.com/SU/zxiNbLNKXQ1Z3w2H1beZIA==
Ed. Code 17078.52-17078.66	Charter schools facility funding; state bond proceeds - https://simbli.eboardsolutions.com/SU/TQzJsnFNgK9C4FAujOZt4w==
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 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33126	School accountability report card
Ed. Code 41365	Charter school revolving loan fund
Ed. Code 42131	Interim certification
Ed. Code 42238.02-42238.52	Funding for charter districts
Ed. Code 44237	Criminal record summary
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 46201	Instructional minutes
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47640-47647	Special education funding for charter schools

Ed. Code 47650-47655	Funding of charter schools
Ed. Code 49011	Student fees
Ed. Code 51744-51749.6	Independent study
Ed. Code 51745	Independent study
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56026	Special education
Ed. Code 56145-56146	Special education services in charter schools
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
W&I Code 224.1	Indian child; definition

Federal References	**Description**
20 USC 7221-7221j	Charter schools

Management Resources References	**Description**
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
California Charter Authorizing Professionals Pub.	Memorandum of Understanding (MOU) Resource, September 2022
Court Decision	Napa Unified School District v. California State Board of Education, Case No. 34-2022-80004051
Court Decision	CSBA'S Education Legal Alliance v. California State Board of Education, Case No. 34-2018-80002834
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District (2005) 130 Cal.App.4th 986
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. February 2016
CSBA Publication	Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016
CSBA Publication	Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016
U.S. Department of Education Publication	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
U.S. Department of Education Publication	Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, August 2016
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	National Association of Charter School Authorizers - https://simbli.eboardsolutions.com/SU/9nzhOG5X2VVH42kMJnO6kg==

Website	California Charter Schools Association - https://simbli.eboardsolutions.com/SU/aplushtDM8pluszN2tpwTckx11kA==
Website	California Department of Education, Charter Schools - https://simbli.eboardsolutions.com/SU/PdGgkCs2YZ3fwPslshslshoGe7iQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==

Cross References	Description
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/wE2aIlgJHYShAzoZJis37g==
0420.42	Charter School Renewal - https://simbli.eboardsolutions.com/SU/XQPnb1QqfFslshcmTjgErqMGA==
0420.43	Charter School Revocation - https://simbli.eboardsolutions.com/SU/rjslshfFVMvuEUjslshFQ0V2b0TQ==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/Hslsh3YFhhJGmAplus2VouBDRAsA==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/vv5CwdZakD4RbAslsh85YYVgg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
0510	School Accountability Report Card - https://simbli.eboardsolutions.com/SU/rzNCNplusgIOuZ07tkLn8zplusrQ==
2230	Representative And Deliberative Groups - https://simbli.eboardsolutions.com/SU/fmALqpxKD1ahc9dsN3wjlg==
4116	Probationary/Permanent Status - https://simbli.eboardsolutions.com/SU/EwrjZwOzB0IMlRNssLNa5Q==
4116	Probationary/Permanent Status - https://simbli.eboardsolutions.com/SU/slshc8H338sMsyslshK0Vx2AxQoA==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/bpIfq6ODgTOqb5pKplusmrRlQ==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/ZbAwIfVztbG4fvTGJWBqAA==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/I2YokBslshSxZvKHkFPYV8weA==

Regulation 0420.4: Charter School Authorization **Status:** ADOPTED

Original Adopted Date: 10/01/2015 | **Last Revised Date:** 03/01/~~2020~~2023 | **Last Reviewed Date:** ~~05~~03/01/~~2019~~2023

CSBA NOTE: The following administrative regulation is optional.

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. 1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation

2. 2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

A petition that proposes to convert an existing public school to a charter school must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having a child attend the charter school, or a teacher's signature means that the teacher is meaningfully interested in teaching at the charter school. (Education Code 47605)

Staff Advisory Committee

CSBA NOTE: The following optional section may be revised to reflect district practice. CSBA's ~~publication~~ , "Charter Schools: A Guide for Governance Teams ," suggests that a petition review team is one method that a district may use to obtain input on proposed charters. Such a committee might include representatives ~~of~~ with expertise in the ~~district's~~areas of governance, human resources, ~~fiscal services, risk management, student services,~~ business/finance, facilities, curriculum and instruction, special education, ~~facilities, and other departments~~and, as appropriate, other student populations. CSBA's District and County Office of Education Legal Services attorneys can also assist with petition reviews for districts that subscribe to that service.

Education Code 47605~~, as amended by AB 1505 (Ch. 486, Statutes of 2019) and AB 1595 (Ch. 543, Statutes of 2019),~~ requires the district to publish staff recommendations regarding the petition at least 15 days prior to the hearing at which the Governing Board will grant or deny the petition; see the section "Timelines for Board Action" in the accompanying Board policy.

The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

Components of Charter Petition

All charter petitions shall comply with the applicable requirements of Education Code 47605, other state and federal laws, and district policies.

CSBA NOTE: CSBA's ~~publication~~ , "Charter Schools: A Guide for Governance Teams ," recommends specific content that would constitute a reasonably comprehensive description of each component listed in ~~items~~Items #1-~~16~~17 below, as well as additional content that is not required but may be requested of the petitioners (e.g., school calendar, transportation arrangements, a sample of the curriculum and instructional materials).

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; will not charge tuition; and will not discriminate against a student on the basis of characteristics listed in Education Code 220. The petition shall also contain reasonably comprehensive descriptions of: (Education Code 47605)

1. 1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

CSBA NOTE: Education Code 47605 requires the charter petition to include annual goals, as described in Education Code 52060, for all students and for each numerically significant subgroup of students, and specific actions to achieve those goals ~~as described in Education Code 52060.~~. Pursuant to Education Code 52052, numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school.

Education Code 47605 requires that these annual goals be aligned with the eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards ~~based~~aligned 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 the local control funding formula~~);~~), and students with disabilities; and (8) student outcomes in the specified course of study. See BP/AR 0460 - Local Control and Accountability Plan.

As amended by AB 1595, Education Code 47605 no longer requires that charter petitions include annual goals that apply to the nature of the program operated.

2. The petition shall include a description of the2. The charter school's annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

   If the proposed charter school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "~~a g~~A-G" admissions criteria may be considered to meet college entrance requirements.

CSBA NOTE: Education Code 47605 requires that the petition identify student outcomes that the charter school intends to use, including those that address increases in student achievement both schoolwide and for all groups of students served by the charter school. Education Code 47607 defines "all groups of students served by the charter school" to mean all numerically significant subgroups of students, as defined in Education Code 52052, served by the charter school.

3. The measurable student outcomes identified for use by the charter school.

3. _____*Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served by the charter school.

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4. 4._____The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

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5. 5._____The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

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6. 6._____The qualifications to be met by individuals to be employed by the charter school.

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7. 7._____The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:

-

a. a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.

b. b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(J).

c. c. The charter school's safety plan shall be reviewed and updated by March 1 each year.

~~CSBA NOTE: As amended by AB 1505 and AB 1595, Education Code 47605 adds a requirement that the petition describe the means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learners, including redesignated fluent English proficient students.~~

8. 8. The means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learner students, including redesignated fluent English proficient students, that is reflective of the general population residing within the district's territorial jurisdiction.

CSBA NOTE: Pursuant to Education Code 47605, when the number of students who wish to attend the charter school exceeds the school's capacity, attendance must be determined by a public random drawing, with admission preference extending to students who currently attend the charter school and students who reside in the district. Education Code 47605 provides that admission preferences may also include, but are not limited to, siblings of students admitted or attending the charter school and children of the school's teachers, staff, and founders identified in the initial charter. Education Code 47605 requires that the priority order for preference be determined in the charter petition as provided below.

9. 9. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(e), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Governing Board approval.

10. 10. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.

~~CSBA NOTE: As added by AB 982 (Ch. 779, Statutes of 2019).~~ CSBA NOTE: Education Code 47605 requires that the suspension and expulsion procedures included in the charter petition prohibit the involuntary removal of a student, unless written notice of intent to remove the student has been given to the student and the student's parent/guardian. When such a student is a foster child or youth, homeless child, or Indian child, as defined in Welfare and Institutions Code 224.1, Education Code 47605, as amended by AB 740 (Ch. 400, Statutes of 2022), requires such notifications to also be given to other specified individuals, such as a foster youth's educational rights holder, attorney, and county social worker, a homeless child's educational rights holder, and

an Indian child's tribal social worker, and if applicable, county social worker. Pursuant to Education Code 47605, as amended by AB 740, these individuals have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.

Additionally, Education Code 47606.2 requires that the suspension procedures included in the charter petition provide that (1) upon request of a student who has been suspended for two or more school days, or the student's parent/guardian or other person holding the right to make educational decisions for the student, the homework assigned during the period of suspension be given and (2) any such completed homework shall not count towards the student's overall grade in the class unless the assignments are graded before the end of the academic term.

11. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605~~ and a statement that the suspension procedures will include requirements~~.

Such procedures shall contain a clear statement that no student shall be involuntarily removed by the charter school for any reason unless written notice of the intent to remove the student is given to the student's parent/guardian at least five schooldays before the effective date of the removal. In the case of a homeless student or foster youth, the notice shall be given to the student's educational rights holder. Additionally, a foster youth's attorney and county social worker, and an Indian child's tribal social worker, and if applicable, the county social worker, shall be given such notice.

The notice shall inform the student, the student's parent/guardian, and any other specified individual, as applicable, of the right to initiate a hearing as described in Education Code 47605, before the effective date of the removal. The notice shall be provided in the student's parent/guardian's, or other applicable person's language, and, if such a hearing is initiated, shall include the student's right to remain enrolled in the charter school until a final decision is made by the charter school.

11. In addition, the procedures shall contain a statement pertaining to the provision of homework assignments to suspended students as specified in Education Code 47606.2.

Such procedures shall also include processes by which the charter school will notify the ~~superintendent of a district, and by which the charter school may be notified by the superintendent of a district, when a student or former student of the charter school is expelled or subject to any of the circumstances specified in Education Code 47605(e)(3).~~ Superintendent of the district of the student's last known address and, upon request, provide the student's cumulative record to the district, when a student is expelled or leaves the charter school without graduating or completing the school year for any reason. In addition, the procedures shall describe the means by which the district can contact the charter school if the student is subsequently expelled or leaves the school district without graduating or completing the school year for any reason.

Involuntarily removed means disenrolled, dismissed, transferred, or terminated, but does not include suspensions. (Education Code 47605)

12. 12. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

13. 13. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.

14. 14. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.

15. 15. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

CSBA NOTE: Education Code 47605 requires charter petitions to contain the declaration specified in ~~item #15~~Item #16 below regarding responsibilities for collective bargaining. If the charter school is not deemed the public school employer for purposes of collective bargaining under Government Code 3540-3549.3, the district where the charter school is located shall be deemed the public school employer for these purposes, pursuant to Education Code 47611.5. Education Code 47611.5 further provides that, if the charter does not specify that the charter school shall comply with laws and regulations governing tenure or a merit or civil service system, the scope of representation for that charter school shall also include discipline and dismissal of charter school employees.

16. 16. A declaration as to whether ~~or not~~ the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

CSBA NOTE: Education Code 47605 and 5 CCR 11962 require the charter petition to include procedures to be used in the event that the charter school closes for any reason, as provided in ~~item #16~~Item #17 below. Duties of the district pertaining to charter school closures include notification requirements pursuant to Education Code 47604.32 and 5 CCR 11962.1; see BP 0420.41 - Charter School Oversight.

17. 17. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:

    a. a. Designation of a responsible entity to conduct closure-related activities

    b. b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:

i. i. The effective date of the closure

ii. ii. The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure

iii. iii. The students' districts of residence

iv. iv. The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements

c. c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with ~~item #16a~~Item #17a above

d. d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with ~~item #16a~~Item #17a above, except for records and/or assessment results that the charter may require to be transferred to a different entity

e. e. Transfer and maintenance of personnel records in accordance with applicable law

f. f. Completion of an independent final audit within six months after the closure of the charter school that may function as the annual audit, which includes an ~~accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an~~ assessment of the disposition of any restricted funds received by or due to the school
~~a~~nd an accounting of all financial assets and liabilities pursuant to 5 CCR 11962

g. g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR ~~11962~~ 11962h.

h. h. Completion and filing of any annual reports required pursuant to Education Code 47604.33

i. i. Identification of funding for the activities identified in ~~item #16a-h~~Item #17a-g above

CSBA NOTE: Education Code 47605 requires that petitioners provide to the Board the information listed in ~~items~~Items #1-4 below~~. As amended by AB 1505~~, and ~~AB 1595, Education Code 47605 adds item #5 below as a requirement~~, for any petition to operate a charter school by or as a nonprofit public benefit corporation, the information listed in Item #5 below.

~~The Board may require additional information beyond what is included in items~~Items #1-5. As

outlined in CSBA's ~~publication~~ , "Charter Schools: A Guide for Governance Teams," some districts request a school calendar, information regarding transportation arrangements, staff development plans, assurances that the school will provide appropriate services for English language learners and students with disabilities, or any other information that will assist the Board in understanding the proposal. Districts that wish to require additional information in the charter may list those items below.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

CSBA NOTE: Education Code 47605 requires that information on school facilities, listed in ~~item~~Item #1 below, specify where the school intends to locate. Unless otherwise exempted, the school must be located within the geographic boundaries of the chartering district; see section "Location of Charter School" below.

1. 1. The facilities to be used by the charter school, including where the school intends to locate
   -
2. 2. The manner in which administrative services of the charter school are to be provided
   -
3. 3. Potential civil liability effects, if any, upon the charter school and district
   -
4. 4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation
   -
5. 5. If the charter school is to be operated by or as a nonprofit public benefit corporation, the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school

Location of Charter School

CSBA NOTE: Education Code 47605 and 47605.1 establish geographic and site requirements for charter schools. Pursuant to Education Code 47605, a charter school granted by either the County Board of Education or the State Board of Education following initial denial by the district must locate within the geographic boundaries of the district that denied the petition.

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

CSBA NOTE: Pursuant to Education Code 47605.1, ~~as amended by AB 1507 (Ch. 487, Statutes of 2019),~~ a resource center, meeting space, or other satellite facility used by a charter school for nonclassroom-based independent study must, with specified exceptions, be located within district boundaries.

A charter school may establish a resource center, meeting space, or other satellite facility within the jurisdiction of the school district where the charter school is physically located if both of the following conditions are met: (Education Code 47605.1)

1. 1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.

2. 2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

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

State	Description
5 CCR 11700-11705	Independent study
5 CCR 11960-11969.10	Charter schools
Corp. Code 5110-6910	Nonprofit public benefit corporations
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17078.52-17078.66	Charter schools facility funding; state bond proceeds
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 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33126	School accountability report card
Ed. Code 41365	Charter school revolving loan fund
Ed. Code 42131	Interim certification
Ed. Code 42238.~~51~~02-42238.~~2~~52	Funding for charter districts
Ed. Code 44237	Criminal record summary
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony

Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 46201	Instructional minutes
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47640-47647	Special education funding for charter schools
Ed. Code 47650-~~47652~~47655	Funding of charter schools
Ed. Code 49011	Student fees
Ed. Code ~~51745~~51744-51749	Independent study
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56026	Special education
Ed. Code 56145-56146	Special education services in charter schools
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000 - 7930.~~170~~215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
Welfare and Institutions Code 224.1	Indian child; definition

Federal	**Description**
20 USC ~~7223-7225~~7221-7221j	Charter schools

Management Resources	**Description**
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 52 (1997)
California ~~Department of Education~~Charter Authorizing Professionals Publication	~~Sample Copy of a~~ Memorandum of Understanding (MOU) Resource, September 2022
Court Decision	CSBA'S Education Legal Alliance v. California State Board of Education, Case No. 34-2018-80002834
Court Decision	Napa Unified School District v. California State Board of Education, Case No. 34-2022-80004051
Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

CSBA Publication	Charter Schools: A Guide for Governance Teams, rev. ~~February 2016~~2021
CSBA Publication	Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018
CSBA Publication	Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016
CSBA Publication	Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016
U.S. Department of Education Publication	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
U.S. Department of Education Publication	Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, August 2016
~~U.S. Department of Education Publication~~	~~Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011~~
Website	CSBA District and County Office of Education Legal Services
Website	National Association of Charter School Authorizers
Website	California Charter Schools Association
Website	California Department of Education, Charter Schools
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0420.41	Charter School Oversight
0420.41-E(1)	Charter School Oversight
0420.42	Charter School Renewal
0420.43	Charter School Revocation
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
0510	School Accountability Report Card

2230	Representative And Deliberative Groups
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6158	Independent Study
6158	Independent Study
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6178	Career Technical Education
6178	Career Technical Education
6184	Continuation Education
6184	Continuation Education
7160	Charter School Facilities
7160	Charter School Facilities
9320	Meetings And Notices

Regulation 0420.4: Charter School Authorization

Status: ADOPTED

Original Adopted Date: 02/11/2021 **| Last Reviewed Date:** 02/11/2021

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation

2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

A petition that proposes to convert an existing public school to a charter school must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having a child attend the charter school, or a teacher's signature means that the teacher is meaningfully interested in teaching at the charter school. (Education Code 47605)

Staff Advisory Committee

The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

Components of Charter Petition

All charter petitions shall comply with the applicable requirements of Education Code 47605, other state and federal laws, and district policies.

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; will not charge tuition; and will not discriminate against a student on the basis of characteristics listed in Education Code 220. The petition shall also contain reasonably comprehensive descriptions of: (Education Code 47605)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of the charter school's annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

If the proposed charter school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes

specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served by the charter school.

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

4. The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

5. The qualifications to be met by individuals to be employed by the charter school.

6. The procedures that the charter school will follow to ensure the health and safety of students and staff, including the following requirements:

a. Each charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.

b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(J).

c. The charter school's safety plan shall be reviewed and updated by March 1 each year.

7. The means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learner students, including redesignated fluent English proficient students, that is reflective of the general population residing within the district's territorial jurisdiction.

8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(e), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Governing Board approval.

9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.

10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605 and a statement that the suspension procedures will include requirements pertaining to the provision of homework assignments to suspended students as specified in Education Code 47606.2.

Such procedures shall also include processes by which the charter school will notify the superintendent of a district, and by which the charter school may be notified by the superintendent of a district, when a student or former student of the charter school is expelled or subject to any of the circumstances specified in Education Code 47605(e)(3).

11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.

13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.

14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

15. A declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

16. Consistent with 5 CCR 11962, the procedures to be used if the charter school closes, including, but not limited to:

a. Designation of a responsible entity to conduct closure-related activities

b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the charter school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:

(1) The effective date of the closure

(2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure

(3) The students' districts of residence

(4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements

c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above

d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity

e. Transfer and maintenance of personnel records in accordance with applicable law

f. Completion of an independent final audit within six months after the closure of the charter school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school

g. Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed pursuant to 5 CCR 11962

h. Completion and filing of any annual reports required pursuant to Education Code 47604.33

i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the charter school, including where the school intends to locate

2. The manner in which administrative services of the charter school are to be provided

3. Potential civil liability effects, if any, upon the charter school and district

4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

5. If the charter school is to be operated by or as a nonprofit public benefit corporation, the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the

district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school may establish a resource center, meeting space, or other satellite facility within the jurisdiction of the school district where the charter school is physically located if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.

2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

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 11960-11969.10	Charter schools
Corp. Code 5110-6910	Nonprofit public benefit corporations - https://simbli.eboardsolutions.com/SU/up9YZpTJb4gRf50Hwlslsh9Og==
Ed. Code 1240	County superintendent of schools; duties - https://simbli.eboardsolutions.com/SU/zxiNbLNKXQ1Z3w2H1beZIA==
Ed. Code 17078.52-17078.66	Charter schools facility funding; state bond proceeds - https://simbli.eboardsolutions.com/SU/TQzJsnFNgK9C4FAujOZt4w==
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 200	Equal rights and opportunities in state educational institutions
Ed. Code 220	Prohibition of discrimination
Ed. Code 32280-32289.5	School safety plans
Ed. Code 33126	School accountability report card
Ed. Code 41365	Charter school revolving loan fund
Ed. Code 42131	Interim certification
Ed. Code 42238.02-42238.52	Funding for charter districts
Ed. Code 44237	Criminal record summary
Ed. Code 44830.1	Certificated employees; conviction of a violent or serious felony
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony
Ed. Code 46201	Instructional minutes
Ed. Code 47600-47616.7	Charter Schools Act of 1992
Ed. Code 47640-47647	Special education funding for charter schools
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Ed. Code 51744-51749.6	Independent study
Ed. Code 51745	Independent study
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Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 7920.000-7930.215	California Public Records Act
Gov. Code 81000-91014	Political Reform Act of 1974
W&I Code 224.1	Indian child; definition

Federal References	**Description**
20 USC 7221-7221j	Charter schools

Management Resources References	**Description**
Attorney General Opinion	101 Ops.Cal.Atty.Gen. 92 (2018)
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 297 (1995)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 166 (2006)
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California Charter Authorizing Professionals Pub.	Memorandum of Understanding (MOU) Resource, September 2022
Court Decision	Napa Unified School District v. California State Board of Education, Case No. 34-2022-80004051
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Court Decision	Ridgecrest Charter School v. Sierra Sands Unified School District (2005) 130 Cal.App.4th 986
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U.S. Department of Education Publication	Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014
U.S. Department of Education Publication	Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, August 2016
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	National Association of Charter School Authorizers - https://simbli.eboardsolutions.com/SU/9nzhOG5X2VVH42kMJnO6kg==
Website	California Charter Schools Association - https://simbli.eboardsolutions.com/SU/aplushtDM8pluszN2tpwTckx11kA==
Website	California Department of Education, Charter Schools - https://simbli.eboardsolutions.com/SU/PdGgkCs2YZ3fwPslshslshoGe7iQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==

Cross References	**Description**

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==
0420.42	Charter School Renewal - https://simbli.eboardsolutions.com/SU/XQPnb1QqfFslshcmTjgErqMGA==
0420.43	Charter School Revocation - https://simbli.eboardsolutions.com/SU/rjslshfFVMvuEUjslshFQ0V2b0TQ==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/Hslsh3YFhhJGmAplus2VouBDRAsA==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/vv5CwdZakD4RbAslsh85YYVgg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
0510	School Accountability Report Card - https://simbli.eboardsolutions.com/SU/rzNCNplusgIOuZ07tkLn8zplusrQ==
2230	Representative And Deliberative Groups - https://simbli.eboardsolutions.com/SU/fmALqpxKD1ahc9dsN3wjlg==
4116	Probationary/Permanent Status - https://simbli.eboardsolutions.com/SU/EwrjZwOzB0IMlRNssLNa5Q==
4116	Probationary/Permanent Status - https://simbli.eboardsolutions.com/SU/slshc8H338sMsyslshK0Vx2AxQoA==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/bpIfq6ODgTOqb5pKplusmrRlQ==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/ZbAwIfVztbG4fvTGJWBqAA==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/l2YokBslshSxZvKHkFPYV8weA==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Marilyn Adrianzen,
Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND EXHIBIT - 3000 SERIES

BACKGROUND INFORMATION:

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

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

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

- (List detailed policies that are being revised, deleted or are new)
  - Revised Board Policy 3555 - Nutrition Program Compliance
  - Revised Exhibit(1) 3555 - Nutrition Program Compliance.

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Exhibit - 3000 series: Revised Board Policy 3555 - Nutrition Program Compliance and Revised Exhibit(1) 3555 - Nutrition Program Compliance.

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

Policy 3555: Nutrition Program Compliance **Status:** ADOPTED

Original Adopted Date: 07/01/2010 | **Last Revised Date:** ~~07~~03/01/~~2020~~2023 | **Last Reviewed Date:** ~~07~~03/01/~~2020~~2023

CSBA NOTE: The following policy is required for any district whose child nutrition programs (i.e., National School Lunch Program, School Breakfast Program, Special Milk Program, and/or other child nutrition program) receive state or federal funding. During the California Department of Education's (CDE) Administrative Review of the district's child nutrition programs, CDE will review whether the district has a written procedure that complies with requirements pertaining to civil rights and nondiscrimination.

Various state and federal laws prohibit discrimination in district programs and activities on the basis of actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. See BP 0410 - Nondiscrimination in District Programs and Activities.

CDE's , "Civil Rights and Complaint Procedures ~~for the~~, U.S. Department of Agriculture Child Nutrition Programs," and the U.S. Department of Agriculture's (USDA)), "FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities," provide ~~guidance to districts on how best to comply with federal law.~~

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

Compliance Coordinator

CSBA NOTE: According to CDE's , "Civil Rights and Complaint Procedures ~~for the~~, U.S. Department of Agriculture Child Nutrition Programs, ," districts are required to appoint a coordinator to be responsible for ensuring district compliance with law governing child nutrition programs. The following paragraph may be revised to reflect district practice.

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

CSBA NOTE: Items #1-10 below reflect the duties of the coordinator as provided in CDE's , "Civil Rights and Complaint Procedures ~~for the~~, U.S. Department of Agriculture Child Nutrition Programs.."

The responsibilities of the compliance coordinator include, but are not limited to:

1. 1. Providing the name of the compliance coordinator, ~~and~~ the Section 504 coordinator, and Title IX coordinator, if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties

2. 2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

CSBA NOTE: "FNS Instruction 113-1" lists required components of training that must be provided to nutrition program staff, as provided below.

3. The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

4. 3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

5. 4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

6. 5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below

7. 6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

8. 7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

9. 8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

10. 9. Implementing procedures to process and resolve civil rights (~~c~~complaints, including alleged discrimination~~) complaints~~ on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability, and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary

CSBA NOTE: Districts receiving federal financial assistance are required to request racial/ethnic data of all program applicants and participants for purposes of determining whether the program reaches potential eligible persons, identifying areas where additional outreach is needed, selecting locations for compliance reviews, and completing required reports. According to "FNS Instruction 113-1," using the applicant's self-identification or self-reporting is the preferred method of obtaining racial and ethnic data.

When requesting such information, districts should be careful to not request any information in regard to the immigration status of students or their family members and, if such information is inadvertently received, to not disclose it to immigration enforcement authorities without parental consent, a court order, or judicial subpoena. See AR 5145.13 - Response to Immigration Enforcement.

11. 10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster, or a substitute poster approved by ~~the~~ USDA's Food and Nutrition Service, is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

CSBA NOTE: "FNS Instruction 113-1" requires districts to notify nutrition program applicants, participants, and potentially eligible persons of program availability, rights, and responsibilities and to advise them at each service delivery site (e.g., the school) regarding the procedure for filing a complaint. Such notice may be distributed through student and parent/guardian handbooks or other method of ~~parental~~parent/guardian notifications.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs., including program requirements and program availability. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be ~~file~~filed anonymously or by a third party.

CSBA NOTE: As part of its instructions to all recipients of federal funds, USDA requires that all forms of communication available to the public regarding program availability also contain information about that recipient's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the recipient. USDA provides specific language for the notification and prohibits its modification in any way. The required language is available on USDA's web site and in the accompanying exhibit.

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, ~~a~~the most current version of the nondiscrimination statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to,

web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, menus, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

CSBA NOTE: 5 CCR 4610, as amended by Register 2020, No. 21, reduces the applicability of the district's uniform complaint procedures (UCP) for complaints regarding child nutrition programs. 5 CCR 15582, as added by Register 2020, No. 21,CSBA NOTE: 5 CCR 15582 requires allegations of discrimination based on race, color, national origin, sex, age, or disability to be referred to USDA. Pursuant to USDA's CRD memorandum 01-2022, "Application of *Bostock v. Clayton County* to Program Discrimination Complaint Processing," prohibited sex discrimination includes discrimination on the basis of gender identity and sexual orientation. Complaints of discrimination on any other basis are addressed through the district's UCP; see BP/AR 1312.3 - Uniform Complaint Procedures.

For information about compliance complaints, see the section below on "Complaints Regarding Noncompliance with Program Requirements."

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, sexual orientation, gender identity, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at any of the following: (5 CCR 15582)

Mail: U.S. Department of Agriculture,
Office of the Assistant Secretary for Civil Rights,
1400 Independence Avenue, SW,
Washington, D.C. 20250-9410,

Phone: (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), fax)

Fax: (833) 256-1665 or (202) 690-7442, or email

Email: program.intake.@usda.gov

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

Complaints Regarding Noncompliance with Program Requirements

CSBA NOTE: 5 CCR 15580-15584, as added by Register 2020, No. 21, require complaints regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses to be referred to CDE. During the investigation, the complainant will have the opportunity to present information or evidence to support the allegations, and the district will have the opportunity to respond to the complaint. The district may also be subject to an on-site investigation, which may be unannounced. CDE's written decision

will be issued within 90 days of receipt of the complaint.

Complaints regarding noncompliance with other nutrition program requirements are addressed locally as described below.

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses in relation to any child nutrition program specified in Education Code 49550-49564.5 shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints against a program operator that is not an educational agency shall be filed with or referred to CDE. (5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's ~~parent/guardian~~duly authorized representative by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. 1. A statement that the district has violated a law or regulation relating to its child nutrition program

2. 2. The facts on which the statement is based

3. 3. The name of the district or the school against which the allegations are made

4. 4. The complainant's contact information

5. 5. The name of the student if alleging violations regarding a specific student

CSBA NOTE: Pursuant to 5 CCR 15583, ~~as added by Register 2020, No. 21~~, districts are required to investigate and issue a written report within the 60-day timeline provided ~~within~~by 5 CCR 4631, and the complainant may appeal the district's report to CDE within the 30-day timeframe provided ~~within~~by 5 CCR 4632.

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

CSBA NOTE: Option 1 below is for districts that do not allow complainants to appeal the compliance coordinator's decision to the Governing Board. Option 2 is for districts that allow appeals to the Board, and requires the coordinator's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

OPTION 1: (No appeal permitted)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)

OPTION 1 ENDS HERE

OPTION 2: (Appeal permitted)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

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

OPTION 2 ENDS HERE

CSBA NOTE: The following paragraph is for use by all districts.

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

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

State	Description
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	~~Prohibition of discrimination~~Prohibition of discrimination
Ed. Code 42238.01	Definitions for purposes of funding
Ed. Code 48985	Notices to parents in language other than English

Ed. Code 49060-49079	Student records
Ed. Code 49490-49590	Child nutrition programs
Pen. Code 422.6	Crimes; harassment

Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Nondiscrimination on the basis of disability,; public accommodations,; auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs,; effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex,; effectuating Title IX
34 CFR 106.9	Severability
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
7 CFR 210.19	National School Lunch Program; additional responsibilities
7 CFR 210.23	National School Lunch Program; district responsibilities
7 CFR 215.14	Special Milk Program; nondiscrimination
7 CFR 215.7	Special Milk Program; requirements for participation
7 CFR 220.13	School Breakfast Program; special responsibilities of state agencies
7 CFR 220.7	School Breakfast Program; requirements for participation
7 CFR 225.11	Summer Food Service Program; corrective action procedures
7 CFR 225.3	Summer Food Service Program; administration
7 CFR 225.7	Summer Food Service Program; program monitoring
7 CFR 226.6	Child and Adult Care Food Program; state agency administrative responsibilities
7 CFR 250.15	Out-of-condition donated foods, food recalls, and complaints

Management Resources	**Description**

California Department of Education Publication	Civil Rights and Complaint Procedures ~~for tho~~, U.S. Department of Agriculture Child Nutrition Programs, June 2018
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Application of *Bostock v. Clayton County* to Program Discrimination Complaint Processing – Policy Update, CRD 01-2022, May 2022
U. S. Department of Agriculture Publication	USDA Nondiscrimination Statement, December 2022
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Office for Civil Rights
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	U. S. Department of Agriculture, And Justice for All Posters
Website	~~U.S. Department of Education, Office for Civil Rights~~California ~~-~~Department ~~-~~of ~~-~~Education, ~~-~~Nutrition ~~-~~Services Division
Website	U.S. ~~-~~Department ~~-~~of ~~-~~Education, ~~-~~Office ~~-~~for ~~-~~Civil ~~-~~Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3312	Contracts
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund

3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4231	Staff Development
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5125	Student Records
5125	Student Records
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 3555: Nutrition Program Compliance

Status: ADOPTED

Original Adopted Date: 05/09/2019 **| Last Revised Date:** 03/11/2021 **| Last Reviewed Date:** 03/11/2021

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

Compliance Coordinator

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

The responsibilities of the compliance coordinator include, but are not limited to:

1. Providing the name of the compliance coordinator, and the Section 504 coordinator and Title IX coordinator if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

   The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below

6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service is displayed in areas visible

to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, a statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at: (5 CCR 15582)

> U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's parent/guardian by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district has violated a law or regulation relating to its child nutrition program
2. The facts on which the statement is based
3. The name of the district or the school against which the allegations are made
4. The complainant's contact information
5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

OPTION 1:

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)

OPTION 2:

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

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

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

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5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==
Ed. Code 42238.01	Definitions for purposes of funding
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49490-49590	Child nutrition programs
Pen. Code 422.6	Crimes; harassment

Federal References	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs; effectuating Title VI

34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex; effectuating Title IX
34 CFR 106.9	Severability
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
7 CFR 210.19	National School Lunch Program; additional responsibilities
7 CFR 210.23	National School Lunch Program; district responsibilities
7 CFR 215.14	Special Milk Program; nondiscrimination
7 CFR 215.7	Special Milk Program; requirements for participation
7 CFR 220.13	School Breakfast Program; special responsibilities of state agencies
7 CFR 220.7	School Breakfast Program; requirements for participation
7 CFR 225.11	Summer Food Service Program; corrective action procedures
7 CFR 225.3	Summer Food Service Program; administration
7 CFR 225.7	Summer Food Service Program; program monitoring
7 CFR 226.6	Child and Adult Care Food Program; state agency administrative responsibilities
7 CFR 250.15	Out-of-condition donated foods, food recalls, and complaints

Management Resources References	**Description**
California Department of Education Publication	Civil Rights and Complaint Procedures, U.S. Department of Agriculture Child Nutrition Programs, June 2018
U. S. Department of Agriculture Publication	USDA Nondiscrimination Statement, December 2022
U.S. Department of Agriculture Publication	Application of Bostock v. Clayton County to Program Discrimination Complaint Processing – Policy Update, CRD 01-2022, May 2022
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
Website	U. S. Department of Agriculture, And Justice for All Posters
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. Department of Agriculture, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/J1WoJCyzrMoaKekNi26slshjw==
Website	U.S. Department of Agriculture, Food and Nutrition Service - https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==
Website	California Department of Education, Nutrition Services Division - https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshlorGXQ==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/xmCPrTcoZIe111WmbX10Vg==

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYklj0NjM4JzKPxw==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==

1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jIslshWyG1myr3r3LT6ybplus88A==
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==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/y3nAvz7wK8dK46NGAKvvCg==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/rQ60kSLQYHiC8hW9GplusDtFw==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/aMslshpNvyGyfplusTuUKluUzHplusg==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/NzALV7TjR6lTf6f5RvMjhA==
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/moaZkISdlwmOsXWZslshJVDeA==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
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==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
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==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/R3FcYAwKSkHz7pO9Y0rQlQ==

5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/HrCj1lQplusf445eslsh3plus9b8PXg==
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==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
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==
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==

Exhibit 3555-E(1): Nutrition Program Compliance **Status:** ADOPTED

Original Adopted Date: 07/01/2020 | **Last Reviewed Date:** ~~07~~03/01/~~2020~~2023

NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

CSBA NOTE: As part of its instructions to all recipients of federal funds for child nutrition programs, the U.S. Department of Agriculture (USDA) requires that all forms of communication available to the public regarding program availability also contain information about that recipient's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the recipient. The following exhibit presents specific language provided by USDA for the notification, which must not be modified in any way.

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, ~~the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are~~this institution is prohibited from discriminating ~~based~~ on the basis of race, color, nationa~~l~~ origin, sex, (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity ~~in any program or activity conducted or funded by USDA.~~ . .

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication ~~for~~to obtain program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the ~~Agency (State~~responsible state or local~~) where they applied for benefits. Individuals who are deaf, hard of hearing~~ agency that administers the program or ~~have speech disabilities may~~USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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, ~~c~~complaint, a Complainant should complete ~~the~~a Form AD-3027, USDA Program Discrimination Complaint Form, ~~(AD-3027) found~~which can be obtained online at: https://www.~~ascr.~~usda.gov/~~filing-program-discrimination-complaint-usda-customer, and at~~sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or ~~write~~by writing a letter addressed to the USDA ~~and provide in the~~ . The letter ~~all~~must contain the complainant's name, address, telephone number, and a written description of the ~~information requested in~~alleged discriminatory action in sufficient detail to inform the ~~form. To request a copy of~~Assistant Secretary for Civil Rights (ASCR) about the ~~complaint form, call (866) 632-9992. Submit your~~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~~Program.Intake@usda.gov

This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

"This institution is an equal opportunity provider."

Policy Reference UPDATE Service
Copyright 2023 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 15580-15584	Child nutrition programs complaint procedures
5 CCR 3080	Applicability of uniform complaint procedures to complaints regarding students with disabilities
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 42238.01	Definitions for purposes of funding
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49490-49590	Child nutrition programs
Pen. Code 422.6	Crimes; harassment

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act

28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs, effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex, effectuating Title IX
34 CFR 106.9	Severability
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
7 CFR 210.19	National School Lunch Program; additional responsibilities
7 CFR 210.23	National School Lunch Program; district responsibilities
7 CFR 215.14	Special Milk Program; nondiscrimination
7 CFR 215.7	Special Milk Program; requirements for participation
7 CFR 220.13	School Breakfast Program; special responsibilities of state agencies
7 CFR 220.7	School Breakfast Program; requirements for participation
7 CFR 225.11	Summer Food Service Program; corrective action procedures
7 CFR 225.3	Summer Food Service Program; administration
7 CFR 225.7	Summer Food Service Program; program monitoring
7 CFR 226.6	Child and Adult Care Food Program; state agency administrative responsibilities
7 CFR 250.15	Out-of-condition donated foods, food recalls, and complaints

Management Resources	**Description**
California Department of Education Publication	Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, June 2018
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture, Food and Nutrition Service	USDA Nondiscrimination Statement, December 2022
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Office for Civil Rights
Website	U.S. Department of Agriculture, Food and Nutrition Service

Website	California Department of Education, Nutrition Services Division
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3312	Contracts
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4231	Staff Development
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5030	Student Wellness
5125	Student Records
5125	Student Records
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement

5145.6-E(1)	Parent/Guardian Notifications
6159	Individualized Education Program
6159	Individualized Education Program
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Exhibit (PDF) 3555-E PDF(1): Nutrition Program Compliance

Status: ADOPTED

Original Adopted Date: 03/11/2021 | **Last Reviewed Date:** 03/11/2021

See PDF on the next page.

NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

Note: As part of its instructions to all recipients of federal funds for child nutrition programs, the U.S. Department of Agriculture (USDA) requires that all forms of communication available to the public regarding program availability also contain information about that recipient's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the recipient. The following exhibit presents specific language provided by USDA for the notification, which must not be modified in any way.

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov

This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

"This institution is an equal opportunity provider."

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5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==
Ed. Code 42238.01	Definitions for purposes of funding
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49060-49079	Student records
Ed. Code 49490-49590	Child nutrition programs
Pen. Code 422.6	Crimes; harassment

Federal References	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs; effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex; effectuating Title IX
34 CFR 106.9	Severability
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
7 CFR 210.19	National School Lunch Program; additional responsibilities
7 CFR 210.23	National School Lunch Program; district responsibilities
7 CFR 215.14	Special Milk Program; nondiscrimination
7 CFR 215.7	Special Milk Program; requirements for participation
7 CFR 220.13	School Breakfast Program; special responsibilities of state agencies
7 CFR 220.7	School Breakfast Program; requirements for participation
7 CFR 225.11	Summer Food Service Program; corrective action procedures

7 CFR 225.3	Summer Food Service Program; administration
7 CFR 225.7	Summer Food Service Program; program monitoring
7 CFR 226.6	Child and Adult Care Food Program; state agency administrative responsibilities
7 CFR 250.15	Out-of-condition donated foods, food recalls, and complaints

Management Resources References	Description
California Department of Education Publication	Civil Rights and Complaint Procedures, U.S. Department of Agriculture Child Nutrition Programs, June 2018
U. S. Department of Agriculture Publication	USDA Nondiscrimination Statement, December 2022
U.S. Department of Agriculture Publication	Application of Bostock v. Clayton County to Program Discrimination Complaint Processing – Policy Update, CRD 01-2022, May 2022
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
Website	U. S. Department of Agriculture, And Justice for All Posters
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. Department of Agriculture, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/J1WoJCyzrMoaKekNi26slshjw==
Website	U.S. Department of Agriculture, Food and Nutrition Service - https://simbli.eboardsolutions.com/SU/Wry6HD6BSTBkfn7BqplusR7BQ==
Website	California Department of Education, Nutrition Services Division - https://simbli.eboardsolutions.com/SU/O5xpn2rTFL2uz0BslshIorGXQ==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/xmCPrTcoZIe111WmbX10Vg==

Cross References	Description
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYkIj0NjM4JzKPxw==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jIslshWyG1myr3r3LT6ybplus88A==
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==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/y3nAvz7wK8dK46NGAKvvCg==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/rQ60kSLQYHiC8hW9GplusDtFw==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/aMslshpNvyGyfplusTuUKluUzHplusg==
3551	Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/NzALV7TjR6lTf6f5RvMjhA==
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/moaZkISdlwmOsXWZslshJVDeA==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
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==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
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==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/R3FcYAwKSkHz7pO9Y0rQlQ==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/HrCj1lQplusf445eslsh3plus9b8PXg==
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==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
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==
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==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Linda Olea,
Executive Director of Human Resources

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 4000 SERIES

BACKGROUND INFORMATION:

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

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

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)
    - Revised Board Policy 4030 - Nondiscrimination in Employment
    - Revised Board Policy/Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 4000 series: Revised Board Policy 4030 - Nondiscrimination in Employment and Revised Board Policy/Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action.

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

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 05/01/2016 | **Last Revised Date:** ~~09~~03/01/~~2022~~2023 | **Last Reviewed Date:** ~~09~~03/01/~~2022~~2023

CSBA NOTE: The following Board policy and accompanying administrative regulation are **mandated** pursuant to ~~Government Code 11138 and~~ 2 CCR 11023. The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits districts and district employees from harassing or discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, reproductive health decisionmaking, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, or gender expression. Pursuant to Government Code 12940, these protections apply to employees, job applicants, persons who serve in an unpaid internship or other limited-duration program to gain unpaid work experience, volunteers, and independent contractors.

~~The same or similar~~Additionally, protections are available ~~to employees and job applicants~~ under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

For policy addressing sexual harassment of and by employees, see ~~BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.~~

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

CSBA NOTE: Government Code 12940, as amended by SB 523 (Ch. 630, Statutes of 2022), includes reproductive health decisionmaking as a characteristic for which employment discrimination is prohibited. Pursuant to Government Code 12926(y) "reproductive health decisionmaking" includes a person's decision to use or access a particular drug, device, product, or medical service for reproductive health.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decisionmaking, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

CSBA NOTE: 2 CCR 11028 prohibits inquiry into an employee's immigration status or discrimination on the basis of such status, unless the district provides clear and convincing evidence that it is required to do so in order to comply with federal immigration law. Districts should consult ~~CSBA~~CSBA's District and County Office of Education Legal Services or ~~the district's~~district legal counsel as necessary.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

CSBA NOTE: The following items illustrate unlawful discriminatory practices as specified in Government Code 12940. Labor Code 1197.5 prohibits the payment of different wage rates to employees for similar work based on sex, race, or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. The Court held that since the prayer occurred during a break, a period when employees would ordinarily be free to engage in personal activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to offer a private, personal prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult ~~CSBA~~CSBA's District and County Office of Education Legal Services or ~~the district's~~district legal counsel, accordingly.

2. Taking of adverse employment actions such as termination or denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

CSBA NOTE: Item #4 below lists some, but not all, specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. For example, because "sex" as defined in Government Code 12926 includes pregnancy, childbirth,

breastfeeding, or related medical conditions, any of these conditions may be the basis for an employee's sex discrimination claim. As the specific prohibitions are too numerous to list in policy, it is recommended that ~~CSBA~~CSBA's District and County Office of Education Legal Services or ~~the district's~~district legal counsel be consulted when questions arise as to any specific claim.

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

    a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

    b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

    c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

    d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

CSBA NOTE: Government 12940, as amended by SB 523, makes it unlawful for an employer to require disclosure of information relating to an applicant's or employee's reproductive health decisionmaking.

    e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decision making

CSBA NOTE: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940 provides that an employee who requests accommodation for a physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics, as provided below.

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

CSBA NOTE: Pursuant to Government Code 12964.5, the district is prohibited from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or similar document that would deny the employee the right to disclose information about unlawful acts in the workplace or requiring an employee to release the right to file a claim or civil action against the district.

Pursuant to Government Code 12964.5, ~~as amended by SB 331 (Ch. 638, Statutes of 2021), the above prohibition applies not only to claims or complaints of sexual harassment or sexual assault~~

but to those involving harassment or discrimination based on any protected characteristic and to other unlawful employment practices under FEHA.

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

CSBA NOTE: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940 provides that a district may be responsible for harassment of employees by nonemployees when the district knows or should have known of the conduct and failed to take immediate and corrective action, taking into consideration the extent of the district's control and other legal responsibility that the district may have with respect to the conduct of those nonemployees. ~~Also see~~See also BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with nondiscrimination laws.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

CSBA NOTE: Government Code 12940 and 2 CCR 11023 require districts to take all reasonable steps to prevent prohibited discrimination and harassment, including, but not limited to, dissemination of the district's policy on the prevention of harassment, discrimination, and retaliation. ~~In addition,~~ Government Code 12950 ~~requires~~and 2 CCR 11049 require districts to post, in prominent and accessible locations on district premises, posters developed by the California Civil Rights Department (CRD), formerly the Department of Fair Employment and Housing (DFEH), which are available on ~~DFEH's~~CRD's web site. In addition, Executive Order 11246 requires contractors and subcontractors who hold a single federal contract or subcontract in excess of $10,000 or who hold contracts or subcontracts with the federal government in any 12-month period that have a total value of more than $10,000 to display the U.S. Equal Employment Opportunity Commission "Know Your Rights: Workplace Discrimination is Illegal" poster in conspicuous places available to employees and applicants for employment and representatives of each labor union with which the covered contractor or subcontractor has a collective bargaining agreement. For further information on prevention strategies, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The

Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

CSBA NOTE: Government Code 12946, ~~as amended by SB 807 (Ch. 278, Statutes of 2021),~~ makes it an unlawful employment practice for a district to fail to maintain certain records and files for employees, applicants, and terminated employees, as provided in the following paragraph.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department ~~of Fair Employment and Housing~~, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

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

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Prohibition of discrimination
Gov. Code 11135	Prohibition of discrimination
~~Gov. Code 11138~~	~~Rules and regulations~~
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints

Pen. Code 422.56	Definitions; hate crimes

Federal	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee ~~for Section 504~~and adoption of grievances procedures
34 CFR 104.8	~~Notice~~Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.8	Designation of ~~responsible employee~~coordinator; dissemination of policy, and adoption of grievance procedures
~~34 CFR 106.9~~	~~Severability~~
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
Executive Order 11246	"Know Your Rights: Workplace Discrimination is Illegal" poster
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses

Management Resources	**Description**
CA ~~Dept of Fair Employment and Housing~~Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA ~~Dept of Fair Employment and Housing~~Civil Rights Department Publication	The Rights of Employees Who Are Transgender ~~Rights in the Workplace~~or Gender Nonconforming
CA ~~Dept of Fair Employment and Housing~~Civil Rights Department Publication	~~Workplace~~ Harassment Prevention Guide for California Employers
CA ~~Dept of Fair Employment and Housing~~Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee

CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.~~Appl~~App. 4th 837
Court Decision	Thomson v. North American Stainless LP, (2011) ~~131~~ 62 U.S.~~Ct. 863~~ 170
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
U.S. Equal Employment Opportunity Comm Publication	Know Your Rights: Workplace Discrimination is Illegal, October 2022
Website	CSBA District and County Office of Education Legal Services
Website	California Civil Rights Department ~~of Fair Employment and Housing~~
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Department of Labor, Office of Federal Contract Compliance Program
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants
4000	Concepts And Roles
4032	Reasonable Accommodation
4033	Lactation Accommodation
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112.4	Health Examinations
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4112.6	Personnel Files
4112.8	Employment Of Relatives
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures

4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.41	Employees With Infectious Disease
4131	Staff Development
4144	Complaints
4144	Complaints
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.4	Health Examinations
4212.41	Employee Drug Testing
4212.41	Employee Drug Testing
4212.6	Personnel Files
4212.8	Employment Of Relatives
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.41	Employees With Infectious Disease

4244	Complaints
4244	Complaints
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.4	Health Examinations
4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4312.6	Personnel Files
4312.8	Employment Of Relatives
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.41	Employees With Infectious Disease
4331	Staff Development
4344	Complaints
4344	Complaints
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits

4361.8	Family Care And Medical Leave
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 10/20/2022 **| Last Reviewed Date:** 10/20/2022

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position
14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010

2. Violation or attempted violation of Penal Code 187 prohibiting murder or attempted murder

3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in

Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

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

State References	Description
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal References	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses

Management Resources References	Description
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Office of the Attorney General - https://simbli.eboardsolutions.com/SU/kYMplusPKVwKTngiVfOT4AD8Q==
Website	Office of Administrative Hearings - https://simbli.eboardsolutions.com/SU/hkXUvTmkSbRSTIh3V79tXg==
Website	Department of General Services, About Teacher Dismissal Case Type - https://simbli.eboardsolutions.com/SU/9nslshuTpTNHO70H14IjIrLeA==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==

Cross References	Description
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/MKhwBGMweE1slshNFFV07El6A==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/slshwh0ycRLRlgLo9OqHVCw0g==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jlslshWyG1myr3r3LT6ybplus88A==
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==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q==
3512	Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/Cu123BsR1bAb3SyPE1fbpA==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/yB5VBT6WrXxI69E2RXQUvQ==
3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/RsyNOO67E9LtdDgFPQwcig==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/GF8ydoNVfCW4zYYv5PkXpg==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/NFzTA81FLqplus82yVmHQRriQ==
3515.21	Unmanned Aircraft Systems (Drones) - https://simbli.eboardsolutions.com/SU/1Yq1ZA0uugBrEhT1ZWRxWg==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
3516.2	Bomb Threats - https://simbli.eboardsolutions.com/SU/70FxNOGLqFyYCIVPslshwskug==
3542	School Bus Drivers - https://simbli.eboardsolutions.com/SU/IoMLd3BH1YLrQLYf49i0Ug==
4000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/HSmJg5YjaX9poo6fWtyBOg==

4020	Drug And Alcohol-Free Workplace - https://simbli.eboardsolutions.com/SU/XM0KuESSYhrSXUqWpZU2DQ==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/SSCLXUx0LBmA4Ztplusiobplusgg==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/slshVbQa5lcplus7jCyplusN0vaOJnw==
4040	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/plusFzT0dMUpYAiXaMJslshzjDfA==
4040-E PDF(1)	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/LNC8SKjG1NGZG0P1UplusRMEg==
4112.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/hdV0LIwK7MlJU6EQSu4Mplusg==
4112.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/LJWNO5slshNxIEJTZgudKGgTg==
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==
4113.5	Working Remotely - https://simbli.eboardsolutions.com/SU/adsKexRfucd54Fh12Hsulg==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/BgXUb0QzPzlfdZJHyeT8yw==
4119.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/I9ZCBrliplusXV7ZO856yF5IQ==
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/MjkqsnAeWsHt3pE0HIjKpQ==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/V3T4HFszBjOHIgMslshjNbc8g==
4119.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/mQy8e2IeTPMPiWOH1fNu7g==
4119.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/fgjplusQUi01Pti0co3GgAhfw==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4119.24	Maintaining Appropriate Adult-Student Interactions - https://simbli.eboardsolutions.com/SU/Ya4bcqJbSwCg5Y3v2EgaTw==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/axM9sYMOoucrnC7t4m3Xhw==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/2BoHsfNNtQCFjhxQW3N4ew==
4127	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/7HusGQWBHncmUJ3ojzr8wg==
4127	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/plusuuM4Rpjn5oslshQLHCbHplusKag==
4136	Nonschool Employment - https://simbli.eboardsolutions.com/SU/sslsheQFBIMt52hdLiAzgmIFw==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/MBSgROgVyeslshbOLCrSKHigw==

4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/Ty3VkoAf8UKQmjgZeccNaQ==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/haplusOjplus0Lu2FslshS6slsh1dTDpiA==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/RtHnCNGFzN91fPKpluszTCrOQ==
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==
4159	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/PGTHLcamVI7SB97XzHwyhg==
4161	Leaves - https://simbli.eboardsolutions.com/SU/zDXXkWUVmkkyACEi2E1geg==
4161	Leaves - https://simbli.eboardsolutions.com/SU/fiTi5EoO1pzPbDJpVPT6Aw==
4161.11	Industrial Accident/Illness Leave - https://simbli.eboardsolutions.com/SU/nk80muslshEVIF5JIMsRmJ88w==
4200	Classified Personnel - https://simbli.eboardsolutions.com/SU/Gfarf9slshWqzkn8n8quY1slsh1g==
4200	Classified Personnel - https://simbli.eboardsolutions.com/SU/jhplusY9B5OsA5a9pmo0NV8wg==
4212	Appointment And Conditions Of Employment - https://simbli.eboardsolutions.com/SU/NpFplusnESCyvrT6FLrecexYA==
4212.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/hwdO8cXKrtCnX1wuNzSHTQ==
4212.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/2Wd7LOV8replus4dHz2LtUslshyg==
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==
4213.5	Working Remotely - https://simbli.eboardsolutions.com/SU/plusjV1P4gplus26Aa1gzMXzR0VQ==
4216	Probationary/Permanent Status - https://simbli.eboardsolutions.com/SU/o6K8pgb52THHyO1jzJplusVpA==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/5delrplusXNDSay8MQWOklbIg==
4219.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/L9gwZ4wgcqjplusHS4NuXmCHw==
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/IfKq3gfRwvfqG0KETLwxqw==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/4ECk7XUf2vAlK6WdWLchBw==
4219.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/xWKQ2uBAiN0fQuPmm52ynQ==

4219.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/N2hOlgAYM40vkWu3kwaeiw==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==
4219.24	Maintaining Appropriate Adult-Student Interactions - https://simbli.eboardsolutions.com/SU/McHsDwh8LrDIzmTPw7pgHQ==
4219.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/pk0PXlowq24KhlqALNtqCA==
4219.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/ID1Xt4z35CCOVS5ZEgTWeg==
4227	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/t6ropFBElwoYCslshfTOGL1aQ==
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4236	Nonschool Employment - https://simbli.eboardsolutions.com/SU/nHpFpB0utGFo5TpslshvmrDgw==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/1lQzKKWAkaSUCj66qxM43w==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/2VIxhxOw3ODt7Lrfpk6ioQ==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/LyPHx1aFqhqrnPjFchr8fw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/Aolbe0XsyKo7WnK93lnvlg==
4257	Employee Safety - https://simbli.eboardsolutions.com/SU/plus9GbFtvVplus4RplusshED0Wi7Gg==
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4258	Employee Security - https://simbli.eboardsolutions.com/SU/pWrmVpMKVNihYFSSTCyEplusQ==
4259	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/0diS1slshgzyplusXplus78avZIDDIQ==
4261	Leaves - https://simbli.eboardsolutions.com/SU/W7Dj3scSC7JslshyG2kplus1qn4w==
4261	Leaves - https://simbli.eboardsolutions.com/SU/yJEiO4ZjqyAe4tZIyk2enA==
4261.11	Industrial Accident/Illness Leave - https://simbli.eboardsolutions.com/SU/i1xPcpkplus8APDKUDGrpS1jA==
4312.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/04EQhZIEC2OplusoiPn8wXislshw==
4312.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/GIkM8e2CWEsKWPRXvWQlUw==
4312.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/hslshQwvW7ctM8plus871gvslshe29A==
4312.5-E PDF(1)	Criminal Record Check - https://simbli.eboardsolutions.com/SU/HdBqOe93oINlDwSZ3dCnUQ==
4312.6	Personnel Files - https://simbli.eboardsolutions.com/SU/slshQ37eOVLFslshfF0try0wpUNA==
4313.5	Working Remotely - https://simbli.eboardsolutions.com/SU/NdKDEoFPlRqRlt9islshIIK8g==

4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/bnFSYIjxxO4EpluswqIEtaWow==
4319.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/SLZVbmaOpNJb3qrVJxsvwg==
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/WTpluse9o2ki9FT4vBKjrNgkQ==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4319.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/pzY4AJcMikRFV2BTXOslshshQ==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
4319.24	Maintaining Appropriate Adult-Student Interactions - https://simbli.eboardsolutions.com/SU/ypHdC6VGhGhtYiHWpUqGbQ==
4319.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/V88zs0w9slshwAgr49hnw8vSw==
4319.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/RKWplusob0FkiH3n56CYcSslshFg==
4327	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/0FM9ocCjarI5XQ36nHlNHg==
4327	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/SslJzq8aKMgzzsWLRU9YlA==
4336	Nonschool Employment - https://simbli.eboardsolutions.com/SU/U76kplusccUzof7RbGH8234kQ==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/h706eDUeQJpjlyYgsqDFCQ==
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==
4359	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/vQQ9OWPsLjBf7gkA9FDMAA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/4lQ5YNGXxXzXLGxVEmgmLA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/OpK9sAPFxy4plusCg1hEjqmwg==
4361.11	Industrial Accident/Illness Leave - https://simbli.eboardsolutions.com/SU/3WslshERRP8U5mdFruBRgY10g==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/FbJpk8FkpfZ33slshptQILjHg==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/I8t8YmbBtfIYImdwbnRbEw==

5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/PKu1VD5F78ewJR2U04xZ7Q==
5145.71	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/rIPt6W67iUFeHhgQCVy0hA==
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/HKXzRslshCVeKag3slshMlk8wYCw==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996IAQ==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWIe0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6162.54	Test Integrity/Test Preparation - https://simbli.eboardsolutions.com/SU/MiNF7yEKwRZqAUraPDJoXA==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
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 4218: Dismissal/Suspension/Disciplinary Action **Status:** ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** ~~09~~03/01/~~2022~~2023 | **Last Reviewed Date:** ~~09~~03/01/~~2022~~2023

Causes for Disciplinary Action

CSBA NOTE: The following section should be revised to reflect district practice. Education Code 45113 mandates districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Pursuant to Education Code 45101, such employees may be disciplined only for cause as so prescribed.

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

CSBA NOTE: Pursuant to Education Code 45122.1, 45123, and 45124, districts must not continue to employ anyone who has been convicted of a specified sex offense, controlled substance offense, or violent or serious offense as defined, except for employees who have been rehabilitated or had their conviction reversed or the charges dismissed. Also see AR 4112.5/4212.5/4312.5 - Criminal Record Check.

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2- 11165.6

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)

3. Unlawful discrimination, including harassment, against any student or other employee

4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure

5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records

6. Unsatisfactory performance

7. Unprofessional conduct

8. Dishonesty

9. Neglect of duty or absence without leave

10. Insubordination

11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance

12. Destruction or misuse of district property

13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

CSBA NOTE: Pursuant to the federal Americans with Disabilities Act (42 USC 12101-12213) and the state's Fair Employment and Housing Act (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law

15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism

17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

CSBA NOTE: Pursuant to *Skelly v. State Personnel Board*, permanent public employees are entitled to due process before any punitive disciplinary action, such as termination, suspension, or demotion, may be taken against such employees. These procedural rights include provision of notice of the materials upon which the proposed action is based and the right to respond, either orally or in writing, to a district official ("Skelly officer") who is designated to decide whether the recommended discipline should be imposed.

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from

the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

CSBA NOTE: Education Code 45113 mandates districts to adopt disciplinary procedures which contain provisions for giving classified employees a written notice of specific charges, the employee's right to a hearing on those charges, the time within which the hearing may be requested, and a card or paper to complete to request a hearing.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

CSBA NOTE: As provided in the section "Initiation and Notification of Charges" above, Education Code 45113 requires that the notice of disciplinary action include the time within which a hearing may be requested, which cannot be less than five days after service of the notice to the employee. In *California School Employees Association v. Livingston Union School District*, the appeals court ruled that the district failed to provide due process to an employee when it denied the employee the opportunity to request a hearing based on the employee's failure to respond within five days after service of the notice. The district's policy had established the date of "service of the notice" as the date of mailing, but the employee was a 10-month employee who was out of town when the notice was delivered. The court held that the notice was not "reasonably calculated" to provide an opportunity to timely request a hearing. Thus, it is recommended that districts use the date of the employee's receipt of the notice as the date upon which the five-day response period begins. For further information on the evidentiary hearing conducted by the Board or a hearing officer, see the accompanying Board policy.

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a ~~Hearing~~

~~A~~Disciplinary Hearing

CSBA NOTE: Education Code 45113, as amended by AB 2413 (Ch. 913, Statutes of 2022), prohibits a district from suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee ~~against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any~~ who timely requests a hearing ~~on the charges~~pending discipline, unless excepted by law as reflected below. To the extent Education Code 45113, as amended by AB 2413, conflicts with any collective bargaining agreement the ~~Superintendent or designee determines that~~district entered into before January 1, 2023, the ~~employee's continuance in active duty~~new requirements described above would ~~present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order~~not apply until the ~~employee immediately suspended from duty without pay and shall state~~ expiration or renewal of the ~~reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.~~agreement.

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

CSBA NOTE: State law requires that classified employees in merit system districts and certificated employees be immediately placed on compulsory leave of absence ~~following conviction for certain offenses~~when the district has been informed that charges have been filed on a mandatory leave of absence offense specified in Education Code 44940, and gives districts discretion to place such employees on leave for other specified offenses. ~~Although existing state~~Existing law does not ~~explicitly~~ provide for application to classified employees in nonmerit system districts~~, such districts have authority pursuant to Education Code 45113 to establish causes for suspension or dismissal.~~

~~The following section may be revised to reflect district practice.~~ regarding compulsory leave of absence.

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

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

State	Description
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause

Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal	**Description**
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses

Management Resources	**Description**
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures

1312.3-E(2)	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards

4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
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4154	Health And Welfare Benefits
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4157	Employee Safety
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4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status

4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely

4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.24	Maintaining Appropriate Adult-Student Interactions
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition

6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 01/23/2020 **| Last Revised Date:** 10/20/2022 **| Last Reviewed Date:** 10/20/2022

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

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

State References	Description
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons

Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal References	**Description**
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses

Management Resources References	**Description**
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Office of the Attorney General - https://simbli.eboardsolutions.com/SU/kYMplusPKVwKTngiVfOT4AD8Q==
Website	Office of Administrative Hearings - https://simbli.eboardsolutions.com/SU/hkXUvTmkSbRSTlh3V79tXg==
Website	Department of General Services, About Teacher Dismissal Case Type - https://simbli.eboardsolutions.com/SU/9nslshuTpTNHO70H14IjJrLeA==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==

Cross References	**Description**
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/MKhwBGMweE1slshNFFV07El6A==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/slshwh0ycRLRlgLo9OqHVCw0g==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jIslshWyG1myr3r3LT6ybplus88A==
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==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q==
3512	Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/Cu123BsR1bAb3SyPE1fbpA==

3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/yB5VBT6WrXxI69E2RXQUvQ==
3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/RsyNOO67E9LtdDgFPQwcig==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/GF8ydoNVfCW4zYYv5PkXpg==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/NFzTA81FLqplus82yVmHQRriQ==
3515.21	Unmanned Aircraft Systems (Drones) - https://simbli.eboardsolutions.com/SU/1Yq1ZA0uugBrEhT1ZWRxWg==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
3516.2	Bomb Threats - https://simbli.eboardsolutions.com/SU/70FxNOGLqFyYCIVPslshwskug==
3542	School Bus Drivers - https://simbli.eboardsolutions.com/SU/loMLd3BH1YLrQLYf49i0Ug==
4000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/HSmJg5YjaX9poo6fWtyBOg==
4020	Drug And Alcohol-Free Workplace - https://simbli.eboardsolutions.com/SU/XM0KuESSYhrSXUqWpZU2DQ==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/SSCLXUx0LBmA4Ztplusiobplusgg==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/slshVbQa5lcplus7jCyplusN0vaOJnw==
4040	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/plusFzT0dMUpYAiXaMJslshzjDfA==
4040-E PDF(1)	Employee Use Of Technology - https://simbli.eboardsolutions.com/SU/LNC8SKjG1NGZG0P1UplusRMEg==
4112.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/hdV0LIwK7MlJU6EQSu4Mplusg==
4112.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/LJWNO5slshNxIEJTZgudKGgTg==
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==
4113.5	Working Remotely - https://simbli.eboardsolutions.com/SU/adsKexRfucd54Fh12Hsulg==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/BgXUb0QzPzlfdZJHyeT8yw==
4119.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/l9ZCBrliplusXV7ZO856yF5IQ==
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/MjkqsnAeWsHt3pE0HIjKpQ==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/V3T4HFszBjOHIgMslshjNbc8g==

4119.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/mQy8e2IeTPMPiWOH1fNu7g==
4119.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/fgjplusQUi01Pti0co3GgAhfw==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4119.24	Maintaining Appropriate Adult-Student Interactions - https://simbli.eboardsolutions.com/SU/Ya4bcqJbSwCg5Y3v2EgaTw==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/axM9sYMOoucrnC7t4m3Xhw==
4119.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/2BoHsfNNtQCFjhxQW3N4ew==
4127	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/7HusGOWBHncmUJ3ojzr8wg==
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4136	Nonschool Employment - https://simbli.eboardsolutions.com/SU/sslsheQFBIMt52hdLiAzgmIFw==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/MBSgROgVyeslshbOLCrSKHigw==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/Ty3VkoAf8UKQmjgZeccNaQ==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/haplusOjplus0Lu2FslshS6slsh1dTDpiA==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/RtHnCNGFzN91fPKpluszTCrOQ==
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==
4159	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/PGTHLcamVI7SB97XzHwyhg==
4161	Leaves - https://simbli.eboardsolutions.com/SU/zDXXkWUVmkkyACEi2E1geg==
4161	Leaves - https://simbli.eboardsolutions.com/SU/fiTi5EoO1pzPbDJpVPT6Aw==
4161.11	Industrial Accident/Illness Leave - https://simbli.eboardsolutions.com/SU/nk80muslshEVIF5JIMsRmJ88w==
4200	Classified Personnel - https://simbli.eboardsolutions.com/SU/Gfarf9slshWqzkn8n8quY1slsh1g==
4200	Classified Personnel - https://simbli.eboardsolutions.com/SU/jhplusY9B5OsA5a9pmo0NV8wg==
4212	Appointment And Conditions Of Employment - https://simbli.eboardsolutions.com/SU/NpFplusnESCyvrT6FLrecexYA==
4212.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/hwdO8cXKrtCnX1wuNzSHTQ==
4212.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/2Wd7LOV8replus4dHz2LtUslshyg==

4212.5	Criminal Record Check - https://simbli.eboardsolutions.com/SU/K2kSL91OyCcPJiCAGQlplusMw==
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4213.5	Working Remotely - https://simbli.eboardsolutions.com/SU/plusjV1P4gplus26Aa1gzMXzR0VQ==
4216	Probationary/Permanent Status - https://simbli.eboardsolutions.com/SU/o6K8pgb52THHyO1jzJplusVpA==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/5delrplusXNDSay8MQWOklbIg==
4219.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/L9gwZ4wgcqjplusHS4NuXmCHw==
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/IfKq3gfRwvfqG0KETLwxqw==
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4219.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/N2hOlgAYM40vkWu3kwaeiw==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==
4219.24	Maintaining Appropriate Adult-Student Interactions - https://simbli.eboardsolutions.com/SU/McHsDwh8LrDIzmTPw7pgHQ==
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4236	Nonschool Employment - https://simbli.eboardsolutions.com/SU/nHpFpB0utGFo5TpslshvmrDgw==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/1lQzKKWAkaSUCj66qxM43w==
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4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/LyPHx1aFqhqrnPjFchr8fw==
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4257	Employee Safety - https://simbli.eboardsolutions.com/SU/plus9GbFtvVplus4RplusshED0Wi7Gg==
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4258	Employee Security - https://simbli.eboardsolutions.com/SU/pWrmVpMKVNihYFSSTCyEplusQ==
4259	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/0diS1slshgzyplusXplus78avZIDDIQ==
4261	Leaves - https://simbli.eboardsolutions.com/SU/W7Dj3scSC7JslshyG2kplus1qn4w==
4261	Leaves - https://simbli.eboardsolutions.com/SU/yJEiO4ZjqyAe4tZIyk2enA==
4261.11	Industrial Accident/Illness Leave - https://simbli.eboardsolutions.com/SU/i1xPcpkplus8APDKUDGrpS1jA==
4312.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/04EQhZIEC2OplusoiPn8wXislshw==
4312.42	Drug And Alcohol Testing For School Bus Drivers - https://simbli.eboardsolutions.com/SU/GIkM8e2CWEsKWPRXvWQlUw==
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==
4313.5	Working Remotely - https://simbli.eboardsolutions.com/SU/NdKDEoFPlRqRlt9islshlIK8g==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/bnFSYIjxxO4EpluswqlEtaWow==
4319.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/SLZVbmaOpNJb3qrVJxsvwg==
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/WTpluse9o2ki9FT4vBKjrNgkQ==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E PDF(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4319.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/pzY4AJcMikRFV2BTXOslshshQ==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
4319.24	Maintaining Appropriate Adult-Student Interactions - https://simbli.eboardsolutions.com/SU/ypHdC6VGhGhtYiHWpUqGbQ==
4319.25	Political Activities Of Employees - https://simbli.eboardsolutions.com/SU/V88zs0w9slshwAgr49hnw8vSw==
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4327	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/0FM9ocCjarI5XQ36nHlNHg==
4327	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/SslJzq8aKMgzzsWLRU9YlA==
4336	Nonschool Employment - https://simbli.eboardsolutions.com/SU/U76kplusccUzof7RbGH8234kQ==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/h706eDUeQJpjIyYgsqDFCQ==

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==
4359	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/vQQ9OWPsLjBf7gkA9FDMAA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/4lQ5YNGXxXzXLGxVEmgmLA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/OpK9sAPFxy4plusCg1hEjqmwg==
4361.11	Industrial Accident/Illness Leave - https://simbli.eboardsolutions.com/SU/3WslshERRP8U5mdFruBRgY10g==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/FbJpk8FkpfZ33slshptQlLjHg==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/l8t8YmbBtflYlmdwbnRbEw==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/PKu1VD5F78ewJR2U04xZ7Q==
5145.71	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/rIPt6W67iUFeHhgQCVy0hA==
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/HKXzRslshCVeKag3slshMlk8wYCw==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSlWle0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6162.54	Test Integrity/Test Preparation - https://simbli.eboardsolutions.com/SU/MiNF7yEKwRZqAUraPDJoXA==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
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 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2019 | **Last Revised Date:** ~~09~~03/01/~~2022~~2023 | **Last Reviewed Date:** ~~09~~03/01/~~2022~~2023

CSBA NOTE: The following policy is for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following policy is subject to collective bargaining and may be deleted or revised by any district whose collective bargaining agreement covers classified employee dismissal, suspension, and other disciplinary action. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail.

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult ~~CSBA~~CSBA's District and County Office of Education Legal Services or ~~the district's~~district legal counsel, accordingly.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

CSBA NOTE: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also see the accompanying administrative regulation.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

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

In *Skelly v. State Personnel Board*, the California Supreme Court held that permanent public employees have a right to certain due process protections prior to any punitive disciplinary action, such as termination, suspension, or demotion. These procedural rights include notice of the proposed materials upon which the action is based and the right to respond, either orally or in writing, to the individual recommending that discipline be imposed. These procedural rights are designed to protect an employee who may be wrongfully disciplined, without necessitating a full evidentiary hearing before the Governing Board. Therefore, CSBA recommends that the Superintendent or designee appoint a Skelly officer to evaluate whether there are reasonable grounds for believing that the employee engaged in the alleged misconduct and whether the proposed discipline is justified.

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

CSBA NOTE: Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any disciplinary action against the employee, including a time period during which the employee may request a Board hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. Districts that refer all serious disciplinary matters to a third-party hearing officer rather than holding Board hearings should revise the remainder of this section accordingly.

Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly ~~hearing.~~review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

CSBA NOTE: Subject to the exception described below, Education Code 45113, as amended by AB 2413 (Ch. 913, Statutes of 2022), prohibits a district from suspending without pay, suspending or demoting with a reduction in pay, or dismissing a permanent classified employee who timely requests a hearing pending discipline, unless excepted by law. To the extent Education Code 45113, as amended by AB 2413, conflicts with any collective bargaining agreement the district entered into before January 1, 2023, the new requirements described above would not apply until the expiration or renewal of the agreement. See the section "Employment Status Pending a Disciplinary Hearing" in the accompanying administrative regulation.

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113, and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

CSBA NOTE: Pursuant to Education Code 44990, an administrative law judge in a suspension or dismissal hearing is required to preserve the integrity of the truth-finding function by balancing the right of a classified employee against the need to protect a minor witness.

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

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

State	Description
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal	Description
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses

Management Resources	Description
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers

4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel

4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs

4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.24	Maintaining Appropriate Adult-Student Interactions
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves

4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Policy 4030: Nondiscrimination In Employment

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 06/09/2022 **| Last Reviewed Date:** 06/09/2022

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment

2. Taking of adverse employment actions such as termination or denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

    a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

    b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

    c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

    d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who

requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Department of Fair Employment and Housing, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

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

State References	Description
2 CCR 11006-11086	Discrimination in employment - https://simbli.eboardsolutions.com/SU/jUNOUneBGplusu4fVMYTlWMKA==
2 CCR 11023	Harassment and discrimination prevention and correction - https://simbli.eboardsolutions.com/SU/haAgKnrQhVJbslsh34hY5zslsh5Q==
2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation - https://simbli.eboardsolutions.com/SU/WdslshVrKs4pluscfHplushNGLhCeQw==
2 CCR 11027-11028	National origin and ancestry discrimination - https://simbli.eboardsolutions.com/SU/SYk7u9LttH4epGWfUlfjdg==
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 51.7	Freedom from violence or intimidation - https://simbli.eboardsolutions.com/SU/biK5w5xHjaslshApluscWXhrJ7ZQ==

Ed. Code 200-262.4	Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==
Gov. Code 11135	Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/PcUFWeMcCJnzBrKAL0EtfQ==
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Pen. Code 422.56	Definitions; hate crimes

Federal References	**Description**
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.6	Title VI; Compliance information
34 CFR 104.7	Section 504; Designation of responsible employee and adoption of grievances procedures
34 CFR 104.8	Notice of Nondiscrimination on the Basis of Handicap
34 CFR 106.8	Designation of coordinator; dissemination of policy, and adoption of grievance procedures
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs
Executive Order 11246	“Know Your Rights: Workplace Discrimination is Illegal” poster
U.S. Constitution	Amendment 1, Free exercise, free speech, and establishment clauses

Management Resources References	**Description**
CA Civil Rights Department Publication	Family Care and Medical Leave and Pregnancy Disability Leave
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Civil Rights Department Publication	The Rights of Employees Who Are Transgender or Gender Nonconforming
CA Civil Rights Department Publication	Harassment Prevention Guide for California Employers
CA Civil Rights Department Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.App. 4th 837
Court Decision	Thomson v. North American Stainless LP (2011) 62 U.S. 170
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm Publication	Know Your Rights: Workplace Discrimination is Illegal, October 2022
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	U.S. Department of Labor, Office of Federal Contract Compliance Program - https://simbli.eboardsolutions.com/SU/PH97sURpCaw0yTclBzHxZA==
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Civil Rights Department - https://simbli.eboardsolutions.com/SU/RRvNseNogmlnMLyl8K40jw==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/xmCPrTcoZIe111WmbX10Vg==
Website	U.S. Equal Employment Opportunity Commission - https://simbli.eboardsolutions.com/SU/vWZpgy5hWTz73t9BVEDPpA==

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
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==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/MKhwBGMweE1slshNFFV07El6A==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/slshwh0ycRLRlgLo9OqHVCw0g==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/x1QewT4YgzruZlTbYpBsCw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/AEEKECijKNmVMzEslshyCbIkw==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jIslshWyG1myr3r3LT6ybplus88A==
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==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
3600	Consultants - https://simbli.eboardsolutions.com/SU/2syo8LTslsh3bq17jygmQYpPw==
4000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/HSmJg5YjaX9poo6fWtyBQg==
4032	Reasonable Accommodation - https://simbli.eboardsolutions.com/SU/IP2ckslshv29XTxZtLjhslsh3MLg==
4033	Lactation Accommodation - https://simbli.eboardsolutions.com/SU/T0scHHvuAUFPuitvQL2Tuw==
4111	Recruitment And Selection - https://simbli.eboardsolutions.com/SU/plusxD1AEfA9V7ss5plusgDNHDkw==
4111.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/yoasV0jhkOLoxWp24Tb6wg==
4111.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/M1uQHuaddQGtmislsh5xXWejA==
4112.4	Health Examinations - https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplusYhAUA==
4112.6	Personnel Files - https://simbli.eboardsolutions.com/SU/emYqUlClLEpQ3N9wg0E4Bg==
4112.8	Employment Of Relatives - https://simbli.eboardsolutions.com/SU/Z7cEJuZJA1QAXUWHGuyVplusQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==
4112.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4112.9-E PDF(4)	Employee Notifications - https://simbli.eboardsolutions.com/SU/RiY6sBQvtZjslshkGuVMKWdLQ==
4113.5	Working Remotely - https://simbli.eboardsolutions.com/SU/adsKexRfucd54Fh12Hsulg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/j95uO7vaattqunphvBbYlQ==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/hwaFajBHvODCXQdKlqvz4Q==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/BgXUb0QzPzlfdZJHyeT8yw==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/fkKpWrGocWplusjGcWuQNrIjg==

4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/JUkbiRF0xDtplus8un1Rky4Dg==
4119.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/l9ZCBrliplusXV7ZO856yF5IQ==
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/MjkqsnAeWsHt3pE0HljKpQ==
4119.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/fgjplusQUi01Pti0co3GgAhfw==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4119.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/CIYksTuNtLVRwcQsMnHrkw==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4144	Complaints - https://simbli.eboardsolutions.com/SU/zolXmEIy1vgkQA0j03XNVg==
4144	Complaints - https://simbli.eboardsolutions.com/SU/3oznRA3b3yLJqEt4W2C1Gg==
4151	Employee Compensation - https://simbli.eboardsolutions.com/SU/wZnNM3RAk9plus895W08plusDlfw==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/haplusOjplus0Lu2FslshS6slsh1dTDpiA==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/RtHnCNGFzN91fPKpluszTCrOQ==
4161.5	Military Leave - https://simbli.eboardsolutions.com/SU/512nFAyqGZHIslshEQaBgy5Ig==
4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/plusrDft8q0nHETCkslshRS7MJSQ==
4211	Recruitment And Selection - https://simbli.eboardsolutions.com/SU/cDFj5C3slsh0spRWKmYYpRyLA==
4211.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/JFhrEwG9PYTIcpMboyplus3fQ==
4211.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/Ba8FYQDHHCAUsNmzbOPp6w==
4212.4	Health Examinations - https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgsplusOA==
4212.6	Personnel Files - https://simbli.eboardsolutions.com/SU/uNiu75vyJXMvsclI7slshOVGg==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Whi8UKXYLR1N5t2qid1APg==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/bKgNwdQAUULSpluscGFRsLmXQ==
4212.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zMD6tbaIzFplus6SLtFFoB3Hg==
4212.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/7bZTplus3Z98mODNKQSpyslshZ4w==
4213.5	Working Remotely - https://simbli.eboardsolutions.com/SU/plusjV1P4gplus26Aa1gzMXzR0VQ==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/f4KzuiGLG0lEimTtAOTrFA==

4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/slshJVcblnUn7uaQdZ2GRngSw==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/5delrplusXNDSay8MQWOklbIg==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/zNQhELplusR4nnskmkoZICMCw==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/N6plushya8pXbPlOQwpV2uOwQ==
4219.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/L9gwZ4wgcqjplusHS4NuXmCHw==
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/lfKq3gfRwvfqG0KETLwxqw==
4219.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/N2hOlgAYM40vkWu3kwaeiw==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==
4219.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/tatlr45bF7ZDplusbpluskeQVe9g==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4244	Complaints - https://simbli.eboardsolutions.com/SU/jplusNslsh4joQ9sSAIQv1dQlFGA==
4244	Complaints - https://simbli.eboardsolutions.com/SU/slshDcB0sO5u0RY0tUKSZwVgw==
4251	Employee Compensation - https://simbli.eboardsolutions.com/SU/lKjUZQaslshY5EK4jALVfvN4g==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/LyPHx1aFqhqrnPjFchr8fw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/Aolbe0XsyKo7WnK93lnvlg==
4261.5	Military Leave - https://simbli.eboardsolutions.com/SU/j5gOeo5YYaJ4JueRxNV0dw==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/HNb5esUpgXN0z7slshEigHzmg==
4311	Recruitment And Selection - https://simbli.eboardsolutions.com/SU/vtQsSxlSWQT65vWD0ounIw==
4311.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/oxo81WyGUr6prQH6lCxOEw==
4311.2	Legal Status Requirement - https://simbli.eboardsolutions.com/SU/q5IUBoCOGmZEAJJwMHr6YQ==
4312.4	Health Examinations - https://simbli.eboardsolutions.com/SU/n2s4CeoDPdaplusBzy0QkOCSw==
4312.6	Personnel Files - https://simbli.eboardsolutions.com/SU/slshQ37eOVLFslshfF0try0wpUNA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/VQbO5zeg9aWBJyflPAVADQ==
4312.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/TN2PDxjjZhNlWdb1qB5MSA==
4312.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/nEAdd6ffJchjaUXV7FgoEw==

4312.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/RNaAVmS6ngJ9zPWtfa7jSQ==
4313.5	Working Remotely - https://simbli.eboardsolutions.com/SU/NdKDEoFPlRqRlt9islshlIK8g==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/bnFSYljxxO4EpluswqlEtaWow==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/YOOZmnslshIAplusAKslshuOCt7xRVw==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/4kRFw9G7bIhlmMmkifAJow==
4319.12	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/SLZVbmaOpNJb3qrVJxsvwg==
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/WTpluse9o2ki9FT4vBKjrNgkQ==
4319.22	Dress And Grooming - https://simbli.eboardsolutions.com/SU/pzY4AJcMikRFV2BTXOslshshQ==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
4319.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/68enzUt1LpyAvTNsWe5Jqw==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4344	Complaints - https://simbli.eboardsolutions.com/SU/PxtLaplusuXYbWMPVfRslshPPHCw==
4344	Complaints - https://simbli.eboardsolutions.com/SU/dcSBhaXAaVezfUbqtT6bzg==
4351	Employee Compensation - https://simbli.eboardsolutions.com/SU/HsQDR3MYlEMXm5QGYbYRDA==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/h706eDUeQJpjlyYgsqDFCQ==
4361.5	Military Leave - https://simbli.eboardsolutions.com/SU/fn5ZHICRhUZMSGhsTrp7plusA==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/mvTMhNFprbET7T5hFepWnw==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
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==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Russell Little,
Assistant Superintendent,
Educational Leadership and Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED 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)
    - Revised Administrative Regulation 5113 - Absences and Excuses
    - Revised Administrative Regulation 5131.41 - Use of Seclusion and Restraint
    - Revised Administrative Regulation 5144 - Discipline
    - Revised Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process
    - Revised Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)

RECOMMENDATION:

Approve the First Reading and Adoption of Revised Administrative Regulations - 5000 series: Revised Administrative Regulation 5113 - Absences and Excuses, Revised Administrative Regulation 5131.41 - Use of Seclusion and Restraint, Revised Administrative Regulation 5144 - Discipline, Revised Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process and Revised Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities).

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

Regulation 5113: Absences And Excuses **Status:** ADOPTED

Original Adopted Date: 11/01/2011 **| Last Revised Date:** 03/01/~~2022~~2023 **| Last Reviewed Date:** ~~12~~03/01/~~2018~~2023

Excused Absences

CSBA NOTE: Items #1-~~15~~16 below reflect absences that are authorized by law to be considered as excused absences for purposes of enforcing the compulsory state attendance laws. Pursuant to Education Code 48205, absences specified in ~~items~~Items #1-~~11~~12, although excused for purposes of enforcing compulsory state attendance laws, are considered absences in computing average daily attendance and do not generate state apportionment payments.

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

~~CSBA NOTE: Pursuant to Education Code 48205, as amended by SB 14 (Ch. 672, Statutes of 2021), an absence due to a student's illness includes an absence for the benefit of the student's mental or behavioral health.~~

~~1.~~ 1. Personal illness, including absence for the benefit of the student's mental or behavioral health. (Education Code 48205)

~~2.~~ 2. Quarantine under the direction of a county or city health officer. (Education Code 48205)

~~3.~~ 3. Medical, dental, optometrical, or chiropractic service or appointment. (Education Code 48205)

~~4.~~ 4. Attendance at funeral services for a member of the student's immediate family. (Education Code 48205)

Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

~~5.~~ 5. Jury duty in the manner provided for by law. (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, absence due to the illness or medical appointment of a student's child is counted as an excused absence, and the district is prohibited from requiring a physician's note for such absences. See the section "Method of Verification" below.

~~6.~~ 6. Illness or medical appointment of a child to whom the student is the custodial parent. (Education Code 48205)

~~7.~~ 7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

~~a.~~ a. Appearance in court

~~b.~~ b. Attendance at a funeral service

~~c.~~ c. Observance of a religious holiday or ceremony

~~d.~~ d. Attendance at religious retreats for no more than four hours per semester

~~e.~~ e. Attendance at an employment conference

~~f.~~ f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

~~8.~~ 8. Service as a member of a precinct board for an election pursuant to Elections Code 12302. (Education Code 48205)

~~9.~~ 9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment. (Education Code 48205)

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

~~10.~~ Attendance at the student's naturalization ceremony to become a United States citizen. (Education Code 48205)

~~CSBA NOTE: Education Code 48205, as amended by AB 516 (Ch. 281, Statutes of 2021), includes an absence for the purpose of participating in a cultural ceremony or event as an excused absence.~~

~~10.~~ 11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people. (Education Code 48205)

CSBA NOTE: Pursuant to Education Code 48205, as amended by SB 955 (Ch. 921, Statutes of 2022), districts are required to allow an excused absence for middle and high school students one school day per school year for the purpose of engaging in a civic or political event, provided that the student notifies the school in advance. At the discretion of the Superintendent or designee, additional such absences may be permitted.

12. For a middle school or high school student, engagement in a civic or political event, provided that the student notifies the school ahead of the absence. Unless otherwise permitted by the Superintendent or designee, students shall be limited to one such school day-long absence per school year. (Education Code 48205)

CSBA NOTE: ~~Item #12 below should be included only if~~Pursuant to Education Code 46014, with the written consent of the student's parent/guardian, districts may excuse a student from school in order to participate in religious exercises or instruction.

In order for the district to receive average daily attendance funding for such absences, the Governing Board ~~has adopted~~must first adopt a resolution permitting ~~absences for religious instruction or exercises. See the accompanying Board policy. If these absences are allowed, Education Code 46014 mandates that the Board adopt~~an excused absence for this purpose and regulations governing students' attendance at religious exercises or instruction and the reporting of such absences.

The student must also attend school for at least the minimum school day and not be absent for this purpose on more than four days per school month. Pursuant to Education Code 46112, 46113, 46117, and 46141, unless otherwise provided by law, the minimum school day is generally 180 minutes for kindergarten, 230 minutes for grades 1-3, and 240 minutes for grades 4-12. For further information, see AR 6112 - School Day. These regulations should include all of Item #~~12~~13 below and may be expanded to reflect district practice.

~~11.~~ 13. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school property as designated by the religious group, church, or denomination. (Education Code 46014)

~~CSBA NOTE: Education Code 46014 provides that absence for participation in religious instruction or exercises will not be considered an absence for state apportionment purposes if the student attends school for at least the minimum school day and is not absent for this purpose on more than four days per school month. Pursuant to Education Code 46112, 46113, 46117, and 46141, unless otherwise provided by law, the minimum school day is generally 180 minutes for kindergarten, 230 minutes for grades 1-3, and 240 minutes for grades 4-12. For further information, see AR 6112 - School Day.~~

~~12.~~ Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

~~13.~~ 14. Work in the entertainment or allied industry. (Education Code 48225.5)

Work for a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. (Education Code 48225.5)

~~14.~~ 15. Participation with a nonprofit performing arts organization in a performance for a public school audience. (Education Code 48225.5)

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

~~15.~~ 16. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances. (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

CSBA NOTE: Education Code 48205 prohibits the district from requiring a physician's note for absences due to the illness or medical appointment of the student's child. However, the district is authorized to require verification of other absences. The following section should be revised to reflect district-adopted methods of verification and to specify employee(s) assigned to verify absences.

5 CCR 420-421 provide guidelines for verifying absences due to illness; quarantine; medical, dental, or eye appointments; or attendance at a funeral service of a member of a student's immediate family. 5 CCR 421 authorizes a student's absence to be verified by a school or public health nurse, attendance supervisor, physician, principal, teacher, or any other qualified district employee assigned to make such verification. ~~Pursuant to Education Code 48205, as amended by SB 14, state regulations related to illness verification will be updated as necessary to account for a student's absence for the benefit of the student's mental or behavioral health.~~

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

   a. Name of student

   b. Name of parent/guardian or parent representative

   c. Name of verifying employee

   d. Date(s) of absence

   e. Reason for absence

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in Item #2 above.

4. Physician's verification.

CSBA NOTE: The following optional paragraph provides a means of verifying an excuse for confidential medical services without inquiring into the nature of the medical services.

   a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.

CSBA NOTE: The following optional paragraph provides that, after absences for illness on multiple occasions, the student may be required to bring a note from a physician to verify the illness. If a student does not have access to medical services in order to obtain such verification, the district may assist the student in obtaining the medical consultation if it is required.

   b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

CSBA NOTE: The requirement in Item #1 below is for use by districts whose board has adopted a resolution permitting an excused absence for religious instruction or exercises. See the accompanying Board policy and Item #~~12~~13 in the section "Excused Absences" above.

~~1.~~ 1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination. (Education Code 46014, 48980)

CSBA NOTE: The requirement in Item #2 applies to all districts. Districts that maintain only elementary grades should delete the reference to students in grades 7-12.

~~2.~~ 2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. (Education Code 46010.1)

~~3.~~ 3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

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

State	Description
5 CCR 306	Explanation of absence
5 CCR 420-421	Record of verification of absence due to illness and other causes
Ed. Code 1740	Employment of personnel to supervise attendance ~~(county superintendent)~~
Ed. Code 37201	School month
Ed. Code 37223	Weekend classes
Ed. Code 41601	Reports of average daily attendance

Ed. Code 42238-42250.1	Apportionments
Ed. Code 46000	~~Records (attendance)~~Attendance records
Ed. Code 46010-46015	Absences
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18 ~~(~~; compulsory full-time attendance~~)~~
Ed. Code 48210-48216	Exclusions from attendance
Ed. Code 48225.5	Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
Ed. Code 48292	Filing complaint against parent
Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-6930	Consent by minor for medical treatment
W&I Code 11253.5	Compulsory school attendance
W&I Code 601-601.5	Habitually truant minors

Management Resources	**Description**
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 244 (1983)
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010
Website	CSBA District and County Office of Education Legal Services
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0470	COVID-19 Mitigation Plan
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4119.41	Employees With Infectious Disease
4219.41	Employees With Infectious Disease
4319.41	Employees With Infectious Disease
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.2	Exclusions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5113.12	District School Attendance Review Board
5113.12	District School Attendance Review Board
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5131	Conduct
5131.4	Student Disturbances
5131.4	Student Disturbances
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.33	Head Lice

5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6154	Homework/Makeup Work
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School

Regulation 5113: Absences And Excuses

Status: ADOPTED

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

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness, including absence for the benefit of the student's mental or behavioral health (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)
3. Medical, dental, optometrical, or chiropractic service or appointment (Education Code 48205)
4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205)

   Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)
5. Jury duty in the manner provided for by law (Education Code 48205)
6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)
7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

   a. Appearance in court

   b. Attendance at a funeral service

   c. Observance of a religious holiday or ceremony

   d. Attendance at religious retreats for no more than four hours per semester

   e. Attendance at an employment conference

   f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)
9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

   Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)
10. Attendance at the student's naturalization ceremony to become a United States citizen (Education Code 48205)
11. Participation in a cultural ceremony or event which relates to the habits, practices, beliefs, and traditions of a certain group of people (Education Code 48205)
12. Participation in religious exercises or to receive moral and religious instruction at the student's place of

worship or other suitable place away from school (Education Code 46014)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

13. Work in the entertainment or allied industry (Education Code 48225.5)

    Work for a student who holds a work permit authorizing work in the entertainment or allied industries for a period of not more than five consecutive days. For this purpose, student absence shall be excused for a maximum of up to five absences per school year. (Education Code 48225.5)

14. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

    A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

15. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation, either in person or by written note, verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

    a. Name of student

    b. Name of parent/guardian or parent representative

    c. Name of verifying employee

    d. Date(s) of absence

    e. Reason for absence

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in Item #2 above.

4. Physician's verification.

a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.

b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)

3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)

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.

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Ed. Code 1740	Employment of personnel to supervise attendance
Ed. Code 37201	School month
Ed. Code 37223	Weekend classes
Ed. Code 41601	Reports of average daily attendance
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Ed. Code 46000	Attendance records
Ed. Code 46010-46015	Absences
Ed. Code 46110-46120	Attendance in kindergarten and elementary schools
Ed. Code 46140-46148	Attendance in junior high and high schools
Ed. Code 48200-48208	Children ages 6-18; compulsory full-time attendance
Ed. Code 48210-48216	Exclusions from attendance
Ed. Code 48225.5	Work permit; excused absence; entertainment or allied industries; participation in not-for-profit performing arts organization
Ed. Code 48240-48246	Supervisors of attendance
Ed. Code 48260-48273	Truants
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Ed. Code 48320-48324	School attendance review boards
Ed. Code 48340-48341	Improvement of student attendance
Ed. Code 48980	Parent/Guardian notifications

Ed. Code 49067	Unexcused absences as cause of failing grade
Ed. Code 49701	Provisions of the Interstate Compact on Educational Opportunities for Military Children
Elec. Code 12302	Student participation on precinct boards
Fam. Code 6920-6930	Consent by minor for medical treatment
W&I Code 11253.5	Compulsory school attendance
W&I Code 601-601.5	Habitually truant minors

Management Resources References	**Description**
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Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
CSBA Publication	Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/XjDeho0oEsWuE3Rb4Gh8qA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/b4VkmhrAe7UslshrcYDpa9Wrw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshI1ajPT9Q==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
4119.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/ClYksTuNtLVRwcQsMnHrkw==
4219.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/tatlr45bF7ZDplusbpluskeQVe9g==
4319.41	Employees With Infectious Disease - https://simbli.eboardsolutions.com/SU/68enzUt1LpyAvTNsWe5Jqw==
5000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/PM9eVpzRwVudJrXBb51NlA==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/slshWYDlkeWFYgAPyDeQIHP1g==
5020	Parent Rights And Responsibilities - https://simbli.eboardsolutions.com/SU/R3U5JpeaoplusoVTWmp6aTfsw==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/slshh6qvG86wkYvinQslsh8OTgGg==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/0uNjFifhDOnkt2maHqN5HQ==
5112.2	Exclusions From Attendance - https://simbli.eboardsolutions.com/SU/hNRpajXSn3ecKXjHEVvwdg==

5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5113.11	Attendance Supervision - https://simbli.eboardsolutions.com/SU/tzzPLemplusoX4IGxKKyUBlpg==
5113.12	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/W0kfchGI2iOKslshoFGzAl1gg==
5113.12	District School Attendance Review Board - https://simbli.eboardsolutions.com/SU/1BV7lSFpyUspZhc9eQ8FWw==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/qxIKnSvFsbtuzP7KEplusPprg==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/UQ1O4LHoybrpluslXuDXP09uw==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/zvGNUsTplusJZ9ldu4nMrJMVg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/eYRNPN71dua4LIcF91qU5w==
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==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWIPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.33	Head Lice - https://simbli.eboardsolutions.com/SU/29nCN0ZGtURZV4srr3dYCA==
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==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/MfyKHSPWgTOMUMcbEnYL4w==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/0MJbneZ9evhK0ureJoYKWA==
6112	School Day - https://simbli.eboardsolutions.com/SU/V0Q5g2Ta4MDdGwupXvFdrQ==
6112	School Day - https://simbli.eboardsolutions.com/SU/NslshOG1iblXOQAxyMYTK2mbQ==

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==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
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6154	Homework/Makeup Work - https://simbli.eboardsolutions.com/SU/ceT73NcXQVcuvaYslshGFplusfpA==
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6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3IRoOhSBC6o4b3uA==
6176	Weekend/Saturday Classes - https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DlzGDIaaMaw==
6177	Summer Learning Programs - https://simbli.eboardsolutions.com/SU/hlBJ6upRiFLplusAq9E36iUjg==
6183	Home And Hospital Instruction - https://simbli.eboardsolutions.com/SU/MyV2GJCiJDDplusHlvzjadf6Q==

Regulation 5131.41: Use Of Seclusion And Restraint **Status:** ADOPTED

Original Adopted Date: 12/01/2018 **| Last Reviewed Date:** ~~12~~03/01/~~2018~~2023 **Last Revised Date:** 03/01/2023

CSBA NOTE: Pursuant to Education Code 49005-49006.4, ~~as added by AB 2657 (Ch. 998, Statutes of 2018),~~ seclusion and behavioral restraint, as defined below, are prohibited as a means of student discipline. Seclusion and restraint must be avoided whenever possible and may be used only to control behavior that poses a clear and present danger of serious physical harm to a student or others and that cannot be immediately prevented by a less restrictive response.

Pursuant to Education Code 49005.1 and 49006.4, these requirements apply to all students in grades preK-12 and students with disabilities. For additional procedures applicable to students with disabilities, see AR 6159.4 - Behavioral Interventions for Special Education Students.

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except ~~to the limited extent authorized by law.~~as authorized by law when the behavior poses a clear and present danger of serious physical harm to the student, other students, or others on campus, and that cannot be immediately prevented by a less restrictive response.

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a ~~student's~~student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a ~~student's~~student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the ~~student's~~student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which

the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a ~~student's~~student's medical or psychiatric condition in order to control the ~~student's~~student's behavior or restrict the ~~student's~~student's freedom of movement

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room

3. Use a physical restraint technique that obstructs a ~~student's~~student's respiratory airway or impairs a ~~student's~~student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the ~~student's~~student's back or places ~~his/her~~the staff member's body weight against the ~~student's~~student's torso or back

4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a ~~student's~~student's face

5. Place a student in a facedown position with the ~~student's~~student's hands held or restrained behind the ~~student's~~student's back

6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be immediately prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

When used, seclusion or restraint shall not be applied for longer than is necessary to contain the dangerous behavior. For any situation that requires a prolonged use of an emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation. (Education Code 56521.1)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any

signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

CSBA NOTE: In a December 2022 resolution agreement between Davis Joint Unified School District and the U.S. Department of Education, Office for Civil Rights (OCR) following an investigation into the use of seclusion and restraint, OCR found that use of such measures on students with disabilities must comply with section 504 of the Rehabilitation Act of 1974 and the implementing regulations. See AR 6159.4 for additional information regarding behavioral interventions and the use of seclusion or restraint for students with disabilities.

Seclusion or restraint may only be applied to a student with disabilities in accordance with rules specified in AR 6159.4 Behavioral Interventions For Special Education Students. Staff may not apply seclusion or restraint to students with disabilities based on assumptions or stereotypes about disabilities or students with disabilities or for behavior that would not result in restraint or seclusion for students without disabilities.

CSBA NOTE: The following paragraph is consistent with OCR's recommendation in its resolution agreement with Davis Joint Unified School district and a good practice to follow with respect to use of seclusion or restraint of all students.

The superintendent or designee shall provide training to staff in the safe and effective use of seclusion and restraint as appropriate.

Documentation of Seclusion and Restraint

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever an emergency intervention is used or serious property damage occurs. (Education Code 56521.1)

A behavior emergency report shall be completed and forwarded to the Superintendent or designee for review. This report shall include: (Education Code 56521.1)

1. The name and age of the student
2. The setting and location of the incident
3. The name of the staff or other persons involved
4. A description of the incident and the emergency intervention used
5. A statement of whether the student is currently engaged in a systematic behavior intervention plan
6. Details of any injuries sustained by the student or others, including staff, as a result of the incident

Reports

CSBA NOTE: Pursuant to Education Code 49006~~, as added by AB 2657~~, districts are required to collect data and report to the California Department of Education (CDE) annually in regard to the use of seclusion and behavioral restraints for district students, as specified below. CDE is required to post the data from the report on its web site within three months after the report is due to CDE.

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of

students

subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

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

State	Description
Ed. Code 49001	Prohibition of corporal punishment
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 56520-56524	Behavioral interventions
Ed. Code 56521.1	Emergency interventions when behavior poses threat to student or others
Ed. Code 56521.2	Prohibited interventions
Gov. Code 7920.000 - 7930.~~170~~215	California Public Records Act

Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504

Management Resources	Description
U.S. Department of Education Publication	Restraint and Seclusion: Resource Document, May 2012
U.S. Department of Education, Office of Civil Rights	Davis Joint Unified School District Resolution Agreement, OCR No. 09-19-5001, December 7, 2022
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	U.S. Department of Education

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct

5131.4	Student Disturbances
5131.4	Student Disturbances
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5144	Discipline
5144	Discipline

Regulation 5131.41: Use Of Seclusion And Restraint

Status: ADOPTED

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

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except to the limited extent authorized by law.

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room

3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places his/her body weight against the student's torso or back

4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face

5. Place a student in a facedown position with the student's hands held or restrained behind the student's back

6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

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 49001	Prohibition of corporal punishment
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 56520-56524	Behavioral interventions
Ed. Code 56521.1	Emergency interventions when behavior poses threat to student or others
Ed. Code 56521.2	Prohibited interventions
Gov. Code 7920.000-7930.215	California Public Records Act

Federal References	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504

Management Resources References	Description
U.S. Department of Education Publication	Restraint and Seclusion: Resource Document, May 2012
U.S. Dept of Education, Office of Civil Rights	Davis Joint Unified School District Resolution Agreement, OCR No. 09-19-5001, December 7, 2022
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	U.S. Department of Education - https://simbli.eboardsolutions.com/SU/XcSsJimoslsh3XhJKy4tplus7wplusA==

Cross References	Description

0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/XjDeho0oEsWuE3Rb4Gh8qA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/b4VkmhrAe7UslshrcYDpa9Wrw==
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==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/T6ZkK2x2gl7ScegslshwVRIBg==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/OPuEydf1Fs2UpjBiMzP2vA==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==

Regulation 5144: Discipline **Status:** ADOPTED

Original Adopted Date: 11/01/2012 **| Last Revised Date:** ~~12~~03/01/~~2018~~2023 **| Last Reviewed Date:** ~~12~~03/01/~~2018~~2023

Site-Level Rules

CSBA NOTE: The following section is optional. Pursuant to Education Code 35291.5, schools are authorized, but not required, to adopt site-level student discipline rules and procedures. Schools that choose to adopt student discipline rules, or that are directed by the Governing Board to do so, must solicit input from groups specified in ~~items~~Items #1-5 below. Such site-level rules must be consistent with law, Board policy, and district regulations. If the school develops student discipline rules, Education Code 32282 requires that they be included in the comprehensive safety plan; see BP/AR 0450 - Comprehensive Safety Plan.

In addition, pursuant to Education Code 52060, the district is required to adopt a local control and accountability plan (LCAP) that includes a description of the specific actions that it intends to take to achieve its annual goals in specified priority areas, including student engagement and school climate. In the development of the LCAP, the district is required to involve and/or consult with parents/guardians, employees, employee organizations, and students in accordance with law. See BP/AR 0460 - Local Control and Accountability Plan.

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

CSBA NOTE: Item #5 below may be deleted by elementary districts.

5. For junior high and high schools, students enrolled in the school

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Education Code 35291.5 authorizes, but does not require, each school site to adopt school rules every four years. However, it is recommended that the timelines for the review of school rules be aligned with those for the review and updating of the comprehensive safety plan, since the school rules must, by law, be included in the plan. Pursuant to Education Code 32286, the comprehensive safety plan must be reviewed and updated every year by March 1; see BP/AR 0450 - Comprehensive Safety Plan.

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

CSBA NOTE: Education Code 48900.5 lists means of correction of student behavior that a district may use as an alternative to suspension. The district should select those strategies that are appropriate for its student population. The following strategies may be modified or expanded to reflect district practice.

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff, the student, and the ~~student and~~student's parents/guardians

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

5. Enrollment in a program for teaching prosocial behavior or anger management

6. Participation in a restorative justice program

7. A positive behavior support approach with tiered interventions that occur during the school day on campus

8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

CSBA NOTE: The Public Counsel's Fix School Discipline Project recognizes that exposure to chronic violence and other family or community traumas, such as serious accidents and life-

threatening illnesses involving loved ones, and to conditions such as homelessness, may affect students' ability to learn and function well in school, and urges schools to adopt policies that recognize those factors and provide appropriate support to students.

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

11. Recess restriction as provided in the section below entitled "Recess Restriction"

12. Detention after school hours as provided in the section below entitled "Detention After School"

13. Community service as provided in the section below entitled "Community Service"

14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

15. Reassignment to an alternative educational environment

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

CSBA NOTE: Pursuant to Education Code 48900.5, when a student's misbehavior may result in a referral for suspension or expulsion after other means of correction have failed, the district may document and place in the student's record any other means of correction used to address the behavior. The following optional paragraph may be revised to reflect district practice.

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

CSBA NOTE: On July 19, 2022, The United States Department of Education's Office for Civil Rights and Office of Special Education and Rehabilitative Services issued new guidance, "Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973," to help schools support students with disabilities and avoid discriminatory discipline practices.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

When disciplining a student who has been identified for special education and related services, the procedures specified in Administrative Regulation 5144.2 - Suspension And Expulsion/Due Process (Students With Disabilities) shall be applied. If a student has not been identified as a student with a disability and the district suspects the behavior that resulted in discipline may be based in an unidentified disability, the district shall conduct an evaluation to determine if the student has a disability which requires an IEP or 504 plan. (U.S.C. 1412(a)(3))

Recess Restriction

CSBA NOTE: The following optional section should be revised to reflect district practice. Although Education Code 44807.5 authorizes the district to adopt reasonable regulations allowing a teacher to restrict recess time for disciplinary purposes, it is recommended that districts discourage its use since it could limit students' opportunity to engage in physical activity which is inconsistent with district goals for student wellness. Studies have shown that, apart from its multiple health benefits, physical activity can help students improve their academic performance, attention, and behavior.

In addition, Education Code 44807.5 may conflict with 5 CCR 352, which states "A pupil shall not be required to remain in school during the intermission at noon, or during any recess." Districts that plan to restrict recess are encouraged to consult with CSBA's District and County Office Legal Services or district legal counsel.

Teachers may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.

2. The student shall remain under a certificated employee's supervision during the period of restriction.

3. The student's teacher shall inform the principal of any recess restrictions imposed.

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

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

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

CSBA NOTE: The following optional paragraph is offered for districts that use Saturday classes for purposes of detention. Education Code 37223 authorizes the use of Saturday classes; however, except in the case of truants, attendance at such classes must be at the election of the student, or parent/guardian when the student is a minor.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's

designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

CSBA NOTE: Education Code 48900.6 provides that the community service option is not available for those students who have been suspended, pending expulsion, for acts qualifying for either "mandatory recommendation for expulsion" or "mandatory expulsion" pursuant to Education Code 48915. See BP 5144.1 - Suspension and Expulsion/Due Process.

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

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State	Description
5 CCR 307	Participation in school activities until departure of bus
5 CCR 353	Detention after school
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35146	Closed sessions
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 37223	Weekend classes
Ed. Code 44807.5	Restriction from recess

Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48980-48985	Parent/Guardian notifications
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49330-49335	Injurious objects
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 52060-52077	Local control and accountability plan
Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 1751-1769j	School Lunch Program
42 USC 1773	School Breakfast Program
Management Resources	**Description**
California Dept of Education Program Advisories	Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000
U.S. Department of Education Office for Civil Rights	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973
CSBA Publication	The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014
CSBA Publication	Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009
CSBA Publication	Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	Public Counsel
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education

Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3512	Equipment
3512-E(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3543	Transportation Safety And Emergencies
4131	Staff Development
4158	Employee Security

4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5030	Student Wellness
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5127	Graduation Ceremonies And Activities
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco

5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5131.9	Academic Honesty
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5142	Safety
5142	Safety
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148.2	Before/After School Programs

5148.2	Before/After School Programs
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.8	Assemblies And Special Events
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159.4	Behavioral Interventions For Special Education Students
6162.54	Test Integrity/Test Preparation
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 5144: Discipline

Status: ADOPTED

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

Site-Level Rules

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the Superintendent or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and parents/guardians
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling
3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and parents/guardians
4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan
5. Participation in a restorative justice program
6. A positive behavior support approach with tiered interventions that occur during the school day on campus
7. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably
8. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner
9. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

10. Recess restriction as provided in the section below entitled "Recess Restriction"

11. Detention after school hours as provided in the section below entitled "Detention After School"

12. Community service as provided in the section below entitled "Community Service"

13. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

14. Reassignment to an alternative educational environment

15. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

Recess Restriction

Teachers may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.

2. The student shall remain under a certificated employee's supervision during the period of restriction.

3. The student's teacher shall inform the principal of any recess restrictions imposed.

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the Superintendent or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

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

State References	Description
5 CCR 307	Participation in school activities until departure of bus
5 CCR 353	Detention after school
Civ. Code 1714.1	Liability of parent or guardian for act of willful misconduct by a minor - https://simbli.eboardsolutions.com/SU/NSknepFduiYWusJFnU3r9Q==
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35146	Closed sessions
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 37223	Weekend classes
Ed. Code 44807.5	Restriction from recess
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 48980-48985	Parent/Guardian notifications
Ed. Code 49005-49006.4	Seclusion and restraint
Ed. Code 49330-49335	Injurious objects
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 52060-52077	Local control and accountability plan

Federal References	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 1751-1769j	School Lunch Program
42 USC 1773	School Breakfast Program

Management Resources References	Description
California Dept of Education Program Advisories	Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000
CSBA Publication	The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014
CSBA Publication	Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009
CSBA Publication	Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
U.S. Dept of Education, Office for Civil Rights	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	Public Counsel - https://simbli.eboardsolutions.com/SU/7ptoaVvYMMjftyOqc8WzyQ==

Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/xmCPrTcoZIe111WmbX10Vg==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/XjDeho0oEsWuE3Rb4Gh8qA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/b4VkmhrAe7UslshrcYDpa9Wrw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/MKhwBGMweE1slshNFFV07El6A==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/slshwh0ycRLRlgLo9OqHVCw0g==
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==
3512	Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/Cu123BsR1bAb3SyPE1fbpA==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/yB5VBT6WrXxI69E2RXQUvQ==
3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/RsyNOO67E9LtdDgFPQwcig==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/BazMpEOiby4edOHjSGrQqA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/WGnpBaTQVhdslshSX6RUBw8hg==
3515.21	Unmanned Aircraft Systems (Drones) - https://simbli.eboardsolutions.com/SU/1Yq1ZA0uugBrEhT1ZWRxWg==
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==
3543	Transportation Safety And Emergencies - https://simbli.eboardsolutions.com/SU/72ffBe4oMFnJcz8LZiau0A==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
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==
5000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/PM9eVpzRwVudJrXBb51NlA==
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==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/slshh6qvG86wkYvinQslsh8OTgGg==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/0uNjFifhDOnkt2maHqN5HQ==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5116.2	Involuntary Student Transfers - https://simbli.eboardsolutions.com/SU/eET8laNj0WDMfRw84Gl1Rw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5127	Graduation Ceremonies And Activities - https://simbli.eboardsolutions.com/SU/76yNNFw8slsh2plusBfiNslshxFPSfg==
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==
5131.2	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/lTUqleslshUZvmhzwogt8P3Ww==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/HVJ3whplusWmIRf3r0CZdyxmQ==
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/T6ZkK2x2gl7ScegslshwVRIBg==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/OPuEydf1Fs2UpjBiMzP2vA==
5131.9	Academic Honesty - https://simbli.eboardsolutions.com/SU/Q4HZE6bLS8LLooVaFalBzA==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/SMxDWML4ovtTEl9NUdAMslshw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/XYeEB2XzTXue7AlhUlax4g==
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==
5142	Safety - https://simbli.eboardsolutions.com/SU/Zf7AUTrAnjmLnQuZK2mjgQ==
5142	Safety - https://simbli.eboardsolutions.com/SU/XlYXXqDLbmy3WlSNggNiYQ==
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==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/SnP9tQAXuS666ypk8hr6Jg==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/dA9O4plusufr94DU4NSlp7RAg==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/qxtwS3tSzJkNjPDYWMpluseoQ==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/aDr7slshplusUqXa7gxDbkQslshoxuw==
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==
5145.71	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/rIPt6W67iUFeHhgQCVy0hA==
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/HKXzRslshCVeKag3slshMlk8wYCw==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/djb4slshsgbpszLlijYQcBTww==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/KQOplusjVe5z9q5dsDaNMna6w==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWle0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6145.8	Assemblies And Special Events - https://simbli.eboardsolutions.com/SU/U6lw6H1o83WmTwxhTnHdlw==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==
6159.4	Behavioral Interventions For Special Education Students - https://simbli.eboardsolutions.com/SU/QpluskOG4jAvuZVXN0yDblhKA==

6162.54	Test Integrity/Test Preparation - https://simbli.eboardsolutions.com/SU/MiNF7yEKwRZqAUraPDJoXA==
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==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3IRoOhSBC6o4b3uA==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/JtQDlrkSo9aktbt4cbmG5g==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/9kuifz9ovp2U1ldnNuPhJg==
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 5144.1: Suspension And Expulsion/Due Process **Status:** ADOPTED

Original Adopted Date: 12/01/2014 **| Last Revised Date:** 03/01/~~2020~~2023 **| Last Reviewed Date:** ~~10~~03/01/~~2018~~2023

CSBA NOTE: CSBA recommends that this administrative regulation be approved by the Governing Board, regardless of regular district practice regarding the approval of administrative regulations.

Education Code 35291 requires the Board to adopt rules and regulations, which are not inconsistent with law or rules adopted by the State Board of Education, for the government and discipline of the schools under its jurisdiction. In addition, Education Code 48918 and 48918.5 mandate that districts adopt rules concerning the due process rights of students in expulsion situations, and Education Code 48916 mandates procedures for filing and processing requests for readmission. Specific language complying with these mandates is included throughout this administrative regulation.

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, *suspension* does not mean any of the following: (Education Code 48925)

~~1.~~ 1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level

~~2.~~ 2. Referral to a certificated employee designated by the principal to advise students

~~3.~~ 3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910, so long as removal from a particular class does not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

CSBA NOTE: The acts for which students may be suspended or expelled are specified in law, the following section, and the sections below titled "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12." The Board does not have authority to add to those enumerated acts. However, the Board has authority to prohibit suspension or expulsion for certain acts for which suspension or expulsion is permissible rather than mandatory. The Board may consider limiting the use of suspension and expulsion for such offenses as part of the district plan to address school climate within the local control and accountability plan required pursuant to Education Code 52060. In addition, pursuant to Education Code 48900.5, a district is not authorized to suspend a student for certain specified violations unless other means of correction have failed to bring about proper conduct.

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

~~1.~~ 1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

CSBA NOTE: The Attorney General, in 80 Ops.Cal.Atty.Gen. 91 (1997), determined that a student may be expelled for "possession" of a firearm if the student knowingly and voluntarily had direct control over the firearm. The only exceptions are when the student has permission from school officials to possess the firearm (pursuant to Education Code 48900 and 48915) or when the possession is brief and solely for the purpose of disposing of the firearm, such as handing it to school officials. Note that "firearm" does not include "imitation firearm" which is listed separately in ~~item~~Item #12 below. See BP 5131.7 - Weapons and Dangerous Instruments.

Pursuant to Penal Code 417.27, students are prohibited from possessing a laser pointer on school premises, except for a valid instructional or other school-related purpose. See BP 5131 - Conduct.

~~2.~~ 2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

~~3.~~ 3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-~~11058~~11059, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

~~4.~~ 4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-~~11058~~11059, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the same as ~~such~~a controlled substance, alcoholic

beverage, or intoxicant (Education Code 48900(d))

~~5.~~ 5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

~~6.~~ 6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

~~7.~~ 7. Stole or attempted to steal school property or private property (Education Code 48900(g))

~~8.~~ 8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))

~~9.~~ 9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

~~10.~~ 10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

~~11.~~ 11. Knowingly received stolen school property or private property (Education Code 48900(l))

~~12.~~ 12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

~~13.~~ 13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, 289, or former 288a, or ~~289, or~~ committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

~~14.~~ 14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

~~15.~~ 15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

~~16.~~ 16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

~~17.~~ 17. Engaged in an act of bullying (Education Code 48900(r))

CSBA NOTE: Education Code 48900(r) defines "bullying" as "any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of electronic act," which is directed toward a student and which would have serious detrimental consequences upon a reasonable student. Pursuant to Education Code 48900, a student may be disciplined for bullying by means of an electronic act even when the act originated off campus. See also ~~BP~~AR 5131.2 - Bullying.

~~18.~~ *Bullying* means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student(s) in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

CSBA NOTE: "Bullying" also would include any act of sexual harassment, hate violence, or harassment, threat, or intimidation committed by a student at any grade level, as set forth in Education Code 48900.2, 48900.3, or 48900.4, when the act results in harm to a reasonable student as specified in the above paragraph. However, when bullying is found under these circumstances, students below grade 4 may be disciplined for the "bullying" but not for the underlying act of sexual harassment, hate violence, or harassment, threat, or intimidation as specified below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12."

~~19.~~ *Bullying* includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a

depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

~~a.~~ a. A message, text, sound, video, or image

~~b.~~ b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

Burn page means an internet web site created for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Credible impersonation means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that the student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated. (Education Code 48900(r))

False profile means a profile of a fictitious student or profile using the likeness or attributes of an actual student other than the student who created the false profile. (Education Code 48900(r))

An electronic act is not considered *pervasive conduct* solely on the basis that it has been transmitted to the internet or is currently posted on the internet. (Education Code 48900(r))

CSBA NOTE: Education Code 48900(t) allows for the suspension, but not expulsion, of a student who "aids or abets," as defined in Penal Code 31, the infliction or attempted infliction of physical injury to another person. The term "aiding or abetting," is a complex legal term and requires that, at the time the crime was committed, the aider or abettor was aware of the crime and specifically intended to commit the crime. Because of the complexities of criminal law, CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted as appropriate.

Pursuant to Education Code 48900(t), any student who aids or abets a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury is subject to suspension or expulsion as provided in ~~item~~Item #1 above.

~~20.~~ 18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

~~21.~~ 19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of $1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying ~~it~~ out~~.~~ the crime. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

CSBA NOTE: The following section applies only to students in grades 4-12 and may be revised to reflect grade levels offered by the district.

As discussed in ~~item~~Item #17 of "Grounds for Suspension and Expulsion: Grades K-12" above, although Education Code 48900(r) defines bullying to include acts involving ~~items~~Items #1-3 below, Education Code 48900.2-48900.4 provide that only students in grades 4-12 may be suspended or expelled for the individual acts that constitute sexual harassment, hate violence, and harassment. ~~The~~Because the interplay between "bullying" and ~~items~~Items #1-3 can raise complex legal issues~~. Districts~~, districts should consult CSBA's District and County Office of Education Legal Services or district legal counsel, as appropriate.

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

~~1.~~ 1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

~~2.~~ 2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

~~3.~~ 3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

Additional Grounds for Suspension and Expulsion: Grades 9-12

CSBA NOTE: Pursuant to Education Code 48900(k)~~, as amended by SB 419 (Ch. 279, Statutes of 2019)~~, students in grades K-8 must not be suspended for disruption of school activities or willful defiance of school authority, and students in grades K-12 must not be expelled on these grounds. Since districts are authorized but not required to suspend students in grades 9-12 based on these grounds, the following section is for use only by districts that selected Option 1 in the section "Appropriate Use of Suspension Authority" in the accompanying Board policy. Districts that selected Option 2 in the accompanying Board policy, thereby prohibiting the use of these reasons for suspending students at any grade level, should delete the following section.

None of the prohibitions or restrictions in Education Code 48900(k) affect a teacher's authority to remove a student from class for one day pursuant to Education Code 48910. See the section "Suspension from Class by a Teacher" below.

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

Suspension from Class by a Teacher

CSBA NOTE: The following section is optional and may be revised to reflect district practice. While Education Code 48900(k) prohibits a district from suspending students in grades K-8 for disruption or willful defiance, it still allows for a teacher to suspend a K-8 student on these grounds.

A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as ~~items~~Items #1-~~18~~19 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

A teacher may also refer a student, for any of the acts specified above in Education Code 48900, to the principal or designee for consideration of a suspension from school. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity away from school to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

CSBA NOTE: Education Code 48900.5 limits situations warranting suspension for a first offense to when the violation involves Education Code 48900(a)-(e) or the student's presence causes a danger to persons.

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of ~~items~~Items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

CSBA NOTE: Pursuant to Education Code 48900 and 48915, except for certain egregious acts or offenses for which suspension is permissible or mandatory, as specified above pursuant to Education Code 48915(a) or (c), the Superintendent or principal is authorized to provide an alternative, age-appropriate disciplinary measure that is tailored to correct a student's specific misbehavior. In addition, the U.S. Department of Justice's Civil Rights Division (DOJ) and the U.S. Department of Education's Office for Civil Rights (OCR), in their joint January 2014 Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline~~,~~ (which has been under review by DOJ and OCR since July 30, 2021), recommend that effective alternatives to suspension and expulsion be implemented for correcting student misbehavior. For a list of appropriate alternatives, see AR 5144 - Discipline.

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education

Code 48900.5)

When other means of correction are implemented prior to imposing suspension ~~or~~upon a student, including supervised suspension ~~upon a student~~, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school or class, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

CSBA NOTE: District disciplinary procedures are generally subject to basic constitutional due process requirements, such as the provision of notice and/or hearing, especially with respect to suspension, involuntary transfer, expulsion, or other serious disciplinary actions. However, when dealing with certain categories of students, additional procedures apply. For example, when considering suspension of a student who is a foster youth or Indian child, as defined in Welfare and Institutions Code 224.1, Education Code 48853.5, 48911, 48911.1, and 48915.5, as amended by AB 740 (Ch. 400, Statutes of 2022), require that the foster youth's educational rights holder, attorney, and county social worker receive specified notifications in relation to the suspension, and for an Indian child, the child's tribal social worker, and if applicable, county social worker. See Items #1, 3, 5, and 6 below.

Suspensions shall be imposed in accordance with the following procedures:

~~1.~~ 1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence. ~~.~~ in the student's defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference,

~~both~~ the student, the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and ~~student~~county social worker, or if the student is an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, shall be notified of the student's right to a conference and the right to return to school for the purpose of the conference ~~and the~~. The conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school~~.~~ for the conference. (Education Code 48911)

CSBA NOTE: Item #2 below should be revised to reflect the district's processing and reporting procedures.

~~2.~~ 2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

~~3.~~ 3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or if the student is an Indian child, the Indian child's tribal social worker, and, if applicable, the county social worker, in person, by email, or by telephone ~~or in person~~. Whenever a student is suspended, the parent/guardian, or, if applicable, the foster youth's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, the county social worker, shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

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

~~4.~~ 4. In addition, the notice may state the date and time when the student may return to school.

~~5.~~ 5. Parent/Guardian Conference: Whenever a student is suspended, school officials may ~~request~~conduct a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. ~~(Education Code 48914)~~

~~If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)~~
(Education Code 48914)

If school officials request to meet with the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker,

and, if applicable, the county social worker, the notice may state that the law requires such individuals to respond to the request without delay. However, the student shall not be penalized for the failure of the parent/guardian, a foster youth's educational rights holder, attorney, and county social worker, or an Indian child's tribal social worker, and, if applicable, the county social worker, to attend such a conference. The student may not be denied reinstatement solely because such individuals failed to attend the conference. (Education Code 48911)

~~6.~~ 6. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

~~a.~~ a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

~~b.~~ b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. ~~(Education Code 48911)~~

CSBA NOTE: When the student being considered for expulsion is a foster youth or Indian child, Education Code 48911 and 48918.1, as amended by AB 740, require the district to invite the ~~student's~~foster youth's educational rights holder, attorney, and ~~an appropriate~~ county ~~child welfare agency representative~~social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, to the meeting specified above. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth ~~and Homeless Students." To ensure such invitation, the following paragraph provides that the district liaison for foster youth be notified. However, any district that has designated another position to carry out this responsibility may modify the paragraph to specify that position. For designation of the liaison for foster youth, see AR 6173.1 - Education for Foster Youth.~~, Homeless Students, and Indian Children."

~~c.~~ c. If the student involved is a foster youth or Indian child, the Superintendent or designee shall notify the ~~district~~district's educational liaison ~~for foster youth~~ of the need to invite the ~~student's~~foster youth's educational rights holder, attorney and ~~a representative of the appropriate~~ county ~~child welfare agency~~social worker, or the Indian child's tribal social worker or, if applicable, the county social worker, to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

CSBA NOTE: Pursuant to Education Code 48918.1, the district's liaison for homeless students must be notified when the student being considered for expulsion is a homeless student. See the section below titled "Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students."

~~d.~~ d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Since Education Code 48900 and 48900.5 require a district, under certain circumstances, to use alternative disciplinary measures prior to imposing suspension, including supervised suspension, the district may, as necessary, provide services that would address the student's specific misbehavior along with the suspension program. For example, the district may require the student to enroll in a program that teaches prosocial behavior or anger management even while the student is suspended.

~~e.~~ e. In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school.

Suspension by the Board

CSBA NOTE: The following optional section reflects the Board's authority to suspend students from school pursuant to Education Code 48912. In practice, it is impractical for boards to directly exercise this authority since circumstances warranting suspension usually require quick and sometimes immediate action which may not be possible for a board due to legal requirements for taking board actions, such as having a meeting.

The Board may suspend a student for any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above and within the limits specified under "Suspension by Superintendent, Principal, or Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold a closed session if a public hearing would lead to disclosure of information that would violate a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension

CSBA NOTE: The following optional section is for use by any district establishing an on-campus suspension program pursuant to Education Code 48911.1. However, pursuant to Education Code 48900.5, such a district is required to use other means of correcting a student's behavior before imposing a supervised suspension, unless such a supervised suspension is otherwise permitted by law for a student's first offense. Use of a supervised suspension classroom program does not in any way limit the district's ability to transfer a student to an opportunity school or class or a continuation education school or class in accordance with law.

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

~~1.~~ 1. The on-campus suspension classroom shall be staffed in accordance with law.

~~2.~~ 2. The student shall have access to appropriate counseling services.

~~3.~~ 3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.

~~4.~~ 4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

CSBA NOTE: Education Code 48911.1, as amended by AB 740, requires notification to a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, of a student's assignment to an on-campus suspension classroom.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian, or if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student if an Indian child, the Indian child's tribal social worker and, if applicable, county social worker, in person, by email, or by telephone. When the assignment is for longer than one class period, this notification ~~may~~shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

~~1.~~ 1. Causing serious physical injury to another person, except in self-defense

~~2.~~ 2. Possession of any knife or other dangerous object of no reasonable use to the student

~~3.~~ Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-~~11058~~11059, except for~~(~~:

~~3.~~ a~~) the~~. The first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis~~, or (b) the student's possession of over-the-counter medication or other medication prescribed by a physician~~

b. The student's possession of over-the-counter medication for use by the student for medical purposes

c. Medication prescribed for the student by a physician

~~4.~~ 4. Robbery or extortion

~~5.~~ 5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether ~~or not~~ to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

CSBA NOTE: Education Code 48918 mandates that the Board establish rules and regulations governing procedures for the expulsion of students. The timelines of Education Code 48918 must be strictly followed; failure to do so may result in loss of the district's power to act (*Garcia v. Los Angeles Board of Education*). In calculating timelines, the district should also be aware of the difference between the calculation of "school days" and "calendar days" under Education Code 48918.

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

CSBA NOTE: The following section is optional and may be revised to reflect district practice. "Stipulated expulsion" is for districts that have adopted an expedited procedure which allows a student to waive the right to a pre-expulsion hearing in exchange for an agreement as to the terms of the expulsion. Such waivers are not specifically addressed in law and districts should ensure that the due process rights of students are included in the stipulated agreement and are clearly explained to them before the agreement is signed. Districts should consult with CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

After a determination that a student has committed an ~~expellable~~ offense for which the student may be expelled, the Superintendent, principal, or designee shall offer the student ~~and~~, the student's parent/guardian, or, when applicable, other person holding the right to make educational decisions for the student, the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after ~~the student or parent/guardian has been given~~ written notice of the expulsion hearing pursuant to Education Code 48918 has been given.

The stipulation agreement shall be in writing and shall be signed by the student ~~and parent/guardian~~, the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student ~~and parent/guardian~~, the student's parent/guardian, or, when applicable, the person holding the right to make educational decisions for the student, shall be effective upon approval by the Board.

Rights of Complaining Witness

CSBA NOTE: Education Code 48918.5 mandates the following rights related to the treatment of witnesses alleging acts of sexual assault or sexual battery. Other procedures related to complaining witnesses also may be added as desired by the district. Additional mandated procedures related to the rights and treatment of complaining witnesses are included where appropriate throughout this regulation.

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

~~1.~~ 1. Receive five days' notice of the scheduled testimony at the hearing

~~2.~~ 2. Have up to two adult support persons present at the hearing at the time the witness testifies

~~3.~~ 3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

CSBA NOTE: Education Code 48918 mandates the Board to adopt procedures that include the following items.

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

~~1.~~ 1. The date and place of the hearing

~~2.~~ 2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based

~~3.~~ 3. A copy of district disciplinary rules which relate to the alleged violation

~~4.~~ 4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

~~5.~~ 5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

~~6.~~ 6. The right to inspect and obtain copies of all documents to be used at the hearing

~~7.~~ 7. The opportunity to confront and question all witnesses who testify at the hearing

~~8.~~ 8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth ~~and~~, Homeless Students, and Indian Children

CSBA NOTE: Prior to conducting an expulsion hearing to determine whether a foster youth or Indian child should be expelled, Education Code 48918.1, as amended by AB 740, requires the district to notify the ~~student's~~foster youth's educational rights holder, attorney, and ~~a representative of an appropriate~~ county ~~child welfare agency~~social worker, or an Indian child's tribal social worker and, if applicable, county social worker, provided that the violation does not require a mandatory recommendation for expulsion. Pursuant to Education Code 48918.1, such additional notice must be given to the district liaison for homeless students when the student involved is a homeless child or youth and the violation does not require a mandatory recommendation for expulsion. While such a notice is not required if the offense requires a mandatory recommendation for expulsion, it is nonetheless recommended and the following section reflects this recommendation.

If the student facing expulsion is a foster student or Indian child, the Superintendent or designee shall also send notice of the hearing to the ~~student's~~foster youth's' educational rights holder, attorney, and ~~a representative of an appropriate child welfare agency~~county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, at least 10 calendar days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 calendar days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

CSBA NOTE: Education Code 48918 mandates that the Board adopt procedures that include the following items.

Instead of the Board conducting an expulsion hearing, it may appoint a hearing officer or an

impartial administrative panel to conduct the hearing; see section "Alternative Expulsion Hearing: Hearing Officer or Administrative Panel" below. Even if the district conducts all expulsion hearings in this manner, the requirements of Education Code 48918 pertaining to the conduct of the hearing must be met.

~~1.~~ 1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

CSBA NOTE: For the purpose of Board deliberations during the closed session described below, the presence of any person other than the Board members, including the Superintendent, necessitates allowing the presence of the parent/guardian, student, and student's counsel.

~~2.~~ 2. Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether ~~or not~~ the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

~~3.~~ 3. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

CSBA NOTE: Education Code 48918 authorizes the Board to issue subpoenas for the personal appearance of percipient witnesses at an expulsion hearing. In *Woodbury v. Dempsey*, the court held that a district's authority to determine whether to issue subpoenas is discretionary, but a district could not have a blanket policy denying the issuance of subpoenas in all cases.

In accordance with Code of Civil Procedure 1987, the subpoena must be served at least 10 days before the time required for attendance unless the court prescribes a shorter time. Unless they are parties to the hearing or are district or government employees, witnesses who appear pursuant to a subpoena receive fees equal to those prescribed for witnesses in civil actions in a superior court, and all witnesses other than the parties to the hearing receive mileage; these fees and mileage must be paid by the party requesting the subpoena.

~~4.~~ 4. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the

request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in ~~item #4~~Item #6 below. (Education Code 48918(i))

~~5.~~ 5. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))

CSBA NOTE: Findings of fact made by the Board or a hearing panel must not be based on hearsay alone. "Hearsay" is evidence of an oral or written statement made by a person who is not present at the hearing which is offered to establish a fact as being true. Some exceptions to the hearsay rule exist under the Evidence Code and Education Code; the district should consult CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

~~6.~~ 6. Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

CSBA NOTE: Education Code 48918.6 provides that testimony by a student witness at an expulsion hearing is privileged and thus protected from liability for defamation pursuant to Civil Code 47(b).

~~7.~~ 7. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

~~a.~~ a. Any complaining witness shall be given five days' notice before being called to testify.

~~b.~~ b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during the testimony.

~~c.~~ c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

~~d.~~ d. The person presiding over the hearing may remove a support person who is disrupting the hearing.

~~e.~~ e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

~~f.~~ f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

~~g.~~ g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

~~i.~~ i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

~~ii.~~ ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

~~iii.~~ iii. The person conducting the hearing may:

~~A.~~ A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

~~B.~~ B. Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours

~~C.~~ C. Permit one of the support persons to accompany the complaining witness to the witness stand

~~8.~~ 8. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

CSBA NOTE: For districts that use a hearing officer or administrative panel, Education Code 48918 mandates that the Board adopt procedures that include the following section.

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

CSBA NOTE: Pursuant to Education Code 48918, if the hearing officer or administrative panel does not recommend expulsion, a student must be permitted to return to the classroom instructional program from which the expulsion referral was made, unless the student's parent/guardian requests a different placement. Education Code 48918 also states that a student who is found to have committed any of the violations listed in "Authority to Expel" in the accompanying Board policy but for whom expulsion is not recommended may be referred to the student's prior school~~.~~, or another district comprehensive or continuation school. However, the hearing officer or administrative panel, like the Board, must recommend expulsion or a suspended expulsion under Education Code 48915, if it finds that a student committed any such violation that mandates expulsion. District should consult CSBA's District and County Office of Education Legal Services or district legal counsel to resolve this apparent discrepancy.

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to

return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

CSBA NOTE: Education Code 48918 mandates that the Board adopt procedures that include the following paragraph.

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

CSBA NOTE: 20 USC 7961 requires the district, in the consolidated application for federal funding, to provide an assurance that it will comply with the state requirement to expel, for a period not less than one year, any student who brings a firearm to school or possesses a firearm at school.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. 1. Periodic review, as well as assessment at the time of review, for readmission

2. 2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

CSBA NOTE: The following paragraph is optional. Education Code 48916.5 authorizes, but does not mandate, the Board to make the following requirement of certain expelled students.

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. 1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" (Education Code 48900.8)

2. 2. The fact that a description of readmission procedures will be made available to the student and parent/guardian (Education Code 48916)

3. 3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)

4. 4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)

5. 5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

CSBA NOTE: Pursuant to Education Code 48917, the Board's criteria for suspending the enforcement of expulsions must be applied uniformly to all students. Items #1-3 below are optional and should be revised to reflect district criteria.

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. 1. The student's pattern of behavior

2. 2. The seriousness of the misconduct

3. 3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. 1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

2. 2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

3. 3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)

4. 4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)

5. 5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. 6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. 7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

~~The~~If a student is expelled from school, the student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

CSBA NOTE: Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. However, when the student involved in such a case is a student with a disability, Education Code 49076 requires any law enforcement authority to which student information is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right; see AR 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities).

When submitting the consolidated application for federal funding, the district must provide assurance that it has adopted a policy requiring referral to the criminal justice system or juvenile delinquency system of any student who brings a firearm or weapon to a school. The following section fulfills this requirement.

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

CSBA NOTE: Education Code 48915 requires the Board to refer all expelled students to a program of study that is prepared to accommodate students with discipline problems and that is not located at the school the student currently attends or at any regular elementary, middle, junior, or senior high school. However, students expelled for the acts described in Education Code 48900(f) through (m) or Education Code 48900.2, 48900.3, or 48900.4 may be referred to a program of study that is at another elementary, middle, junior, or senior high school if the County

Superintendent of Schools certifies that an alternative program is not available at a site away from such a school.

Education Code 48915.01 states that if the Board has established a community day school pursuant to Education Code 48661 on the same site as an elementary, middle, junior, or senior high school, expelled students may be referred to the community day school at that site. Although Education Code 48663 prohibits the use of independent study in community day schools, Education Code 48916.1 does not in any way restrict the district from offering independent study as a voluntary alternative placement option for expelled students.

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

~~1.~~ 1. Appropriately prepared to accommodate students who exhibit discipline problems

~~2.~~ 2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these

~~3.~~ 3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in ~~items~~Items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and ~~items~~Items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

CSBA NOTE: Education Code 48916 mandates that the Board adopt rules and regulations establishing a procedure for filing and processing requests for readmission and a process for Board review of all expelled students for readmission. The following section is consistent with the intent of AB 740 to afford protections specific to foster youth and Indian children. Items #1-2 below should be revised to reflect district practice.

Prior to the date set by the Board for the student's readmission:

~~1.~~ 1. The Superintendent or designee shall hold a conference with the student's parent/guardian, or other person holding the right to make educational decisions for the student, and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and the student's parent/guardian or other person holding the right to make educational decisions for the student shall be asked to indicate in writing their willingness to comply with these

regulations.

~~2.~~ 2. The Superintendent or designee shall transmit to the Board a recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the student's parent/guardian or other person holding the right to make educational decisions for the student, or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

~~3.~~ 3. If the readmission is granted, the Superintendent or designee shall notify the student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, by registered mail, of the Board's decision regarding readmission.

~~4.~~ 4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

~~5.~~ 5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

~~6.~~ 6. The Board shall provide written notice to the expelled student and the student's parent/guardian, or other person holding the right to make educational decisions for the student, describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. ~~(Education Code 48916)~~

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

CSBA NOTE: Education Code 48915.1 requires that, when an expelled student asks to enroll in another district, the receiving district must hold a hearing to determine whether the student poses a danger to its students or staff. The receiving district then may either deny or permit the

enrollment. Upon request from another district, the expelling district must provide information about the expulsion within five days.

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

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

State	Description
CCP. 1985-1997	Production of evidence; means of production
Civ. Code 47	Privileged communication
Civ. Code 48.8	Defamation liability
Ed. Code 17292.5	Program for expelled students; facilities
Ed. Code 1981-~~1981.5~~1983	Enrollment of students in community school
Ed. Code 212.5	Sexual harassment
Ed. Code 233	Hate violence
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35145	Open board meetings
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules (for government and discipline of schools)
Ed. Code 35291.5	Rules and procedures on school discipline
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48660-48666	Community day schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan

Ed. Code 64000-64001	Consolidated application
Ed. Code ~~8239~~8489-8489.1	Prohibition against expulsion of preschool student
Gov. Code 11455.20	~~Contempt~~Informal hearing procedures
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053-~~11058~~11059	~~Standards~~Controlled substances; standards and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child
Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property
Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
Pen. Code 287	Oral Copulation
Pen. Code 288	Lewd or lascivious acts with child under age 14
~~Pen. Code 288a~~	~~Oral copulation; defined~~
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime; defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995

Pen. Code 868.5	Supporting person; attendance during testimony of witness
W&I Code 224.1	Indian child; definition
W&I Code 729.6	Counseling
Federal	**Description**
18 USC 921	Definitions; firearms and ammunition
20 USC 1415(K)	~~Placement~~Students with disabilities; placement in alternative educational setting
20 USC 7961	Gun-Free Schools Act
42 USC ~~11432~~11431-11435	Education of homeless children and youths
Management Resources	**Description**
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 348 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 146 (2001)
Court Decision	Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision	Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d ~~118~~1182
Court Decision	Garcia v. Los Angeles Board of Education (~~1991~~1981) 123 Cal. App. 3d 807
Court Decision	John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
Court Decision	T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision	Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Safe and Healthy Students
Website	California Attorney General's Office
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights

~~Notice~~	~~Description~~
~~Unique Policy~~	~~This policy is unique to the district/COE and is not connected to an existing CSBA sample policy or included in regular quarterly updates from .~~

Cross References

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0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
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3513.3	Tobacco-Free Schools
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3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
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3515.3	District Police/Security Department
3515.31	School Resource Officers
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3515.4	Recovery For Property Loss Or Damage
3516.2	Bomb Threats
4158	Employee Security
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5112.1	Exemptions From Attendance
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5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
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5125	Student Records
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5131	Conduct
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5145.6	Parent/Guardian Notifications
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5145.7	Sexual Harassment
5145.7	Sexual Harassment
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5145.9	Hate-Motivated Behavior
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6145	Extracurricular And Cocurricular Activities

6145	Extracurricular And Cocurricular Activities
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Regulation 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

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

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level

2. Referral to a certificated employee designated by the principal to advise students

3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))

7. Stole or attempted to steal school property or private property (Education Code 48900(g))

8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))

10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))

11. Knowingly received stolen school property or private property (Education Code 48900(l))

12. Possessed an imitation firearm (Education Code 48900(m))

    Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

    Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

    Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

    Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

    Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

a. A message, text, sound, video, or image

b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of $1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

   Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

   Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

Additional Grounds for Suspension and Expulsion: Grades 9-12

Any student in grades 9-12 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel

engaged in the performance of their duties. (Education Code 48900(k))

Suspension from Class by a Teacher

A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which the student has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which the student was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against the student, and shall be given the opportunity to present the student's version and evidence. (Education Code 48911)

   This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives the right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

   This notice shall state the specific offense committed by the student. (Education Code 48900.8)

   In addition, the notice may state the date and time when the student may return to school.

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

   If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

   a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

   b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative

school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school.

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.

2. The student shall have access to appropriate counseling services.

3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.

4. The student shall be responsible for contacting the student's teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense

2. Possession of any knife or other dangerous object of no reasonable use to the student

3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication or other medication prescribed by a physician

4. Robbery or extortion

5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

1. Receive five days' notice of the scheduled testimony at the hearing

2. Have up to two adult support persons present at the hearing at the time the witness testifies

3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least

10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing

2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based

3. A copy of district disciplinary rules which relate to the alleged violation

4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

   This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

   Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

   Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing

7. The opportunity to confront and question all witnesses who testify at the hearing

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

   Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

   Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

   If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above. (Education Code 48918(h))

   Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

   In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)

   a. Any complaining witness shall be given five days' notice before being called to testify.

   b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during the testimony.

   c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

d. The person presiding over the hearing may remove a support person who is disrupting the hearing.

e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.

f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

    i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.

    ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

    iii. The person conducting the hearing may:

        A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

        B. Limit the time for taking the testimony of a complaining witness to normal school hours, if there is no good cause to take the testimony during other hours

        C. Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers,

regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any "mandatory recommendation and mandatory expulsion" act listed in the section "Authority to Expel" in the accompanying Board policy, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission

2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" (Education Code 48900.8)

2. The fact that a description of readmission procedures will be made available to the student and parent/guardian (Education Code 48916)

3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)

4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)

5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior

2. The seriousness of the misconduct

3. The student's attitude toward the misconduct and willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)

2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)

4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)

6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the

student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance, or of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate county or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems

2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these

3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board a recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.

3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.

4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

Policy Reference 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. 1985-1997	Production of evidence; means of production - https://simbli.eboardsolutions.com/SU/T8d1wvorbaplusWplusNqpxsaj0A==
Civ. Code 47	Privileged communication - https://simbli.eboardsolutions.com/SU/UaEr9ZLNpDYoK3lslshyDvE3w==
Civ. Code 48.8	Defamation liability - https://simbli.eboardsolutions.com/SU/YzebvHslsh0srfUgdEh3bvmQQ==
Ed. Code 17292.5	Program for expelled students; facilities
Ed. Code 1981-1983	Enrollment of students in community school
Ed. Code 212.5	Sexual harassment
Ed. Code 233	Hate violence
Ed. Code 32260-32262	Interagency School Safety Demonstration Act of 1985
Ed. Code 35145	Open board meetings
Ed. Code 35146	Closed sessions regarding suspensions
Ed. Code 35291	Rules for government and discipline of schools
Ed. Code 35291.5	Rules and procedures on school discipline
Ed. Code 48645.5	Former juvenile court school students; enrollment
Ed. Code 48660-48666	Community day schools
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48900-48927	Suspension and expulsion

Ed. Code 48950	Speech and other communication
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 64000-64001	Consolidated application
Ed. Code 8489-8489.1	Prohibition against expulsion of preschool student
Gov. Code 11455.20	Informal hearing procedures
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053-11059	Controlled substances; standards and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child
Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property
Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
Pen. Code 287	Oral Copulation
Pen. Code 288	Lewd or lascivious acts with child under age 14
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime; defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 868.5	Supporting person; attendance during testimony of witness
W&I Code 224.1	Indian child; definition
W&I Code 729.6	Counseling

Federal References	**Description**
18 USC 921	Definitions; firearms and ammunition
20 USC 1415(K)	Students with disabilities; placement in alternative educational setting

20 USC 7961	Gun-Free Schools Act
42 USC 11431-11435	Education of homeless children and youths

Management Resources References	**Description**
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 348 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 146 (2001)
Court Decision	Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision	Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182
Court Decision	Garcia v. Los Angeles Board of Education (1981) 123 Cal. App. 3d 807
Court Decision	John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
Court Decision	T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision	Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. Department of Education, Office of Safe and Healthy Students - https://simbli.eboardsolutions.com/SU/F0ZAt2fGjJtWb49UuDxaPA==
Website	California Attorney General's Office - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/xmCPrTcoZIe111WmbX10Vg==

Cross References	**Description**
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/XjDeho0oEsWuE3Rb4Gh8qA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/b4VkmhrAe7UslshrcYDpa9Wrw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/MKhwBGMweE1slshNFFV07El6A==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/slshwh0ycRLRlgLo9OqHVCw0g==
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==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/Cu123BsR1bAb3SyPE1fbpA==
3513.3	Tobacco-Free Schools - https://simbli.eboardsolutions.com/SU/yB5VBT6WrXxI69E2RXQUvQ==
3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/RsyNOO67E9LtdDgFPQwcig==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/BazMpEOiby4edOHjSGrQqA==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/WGnpBaTQVhdslshSX6RUBw8hg==
3515.21	Unmanned Aircraft Systems (Drones) - https://simbli.eboardsolutions.com/SU/1Yq1ZA0uugBrEhT1ZWRxWg==
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==
3516.2	Bomb Threats - https://simbli.eboardsolutions.com/SU/70FxNOGLqFyYCIVPslshwskug==
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==
5000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/PM9eVpzRwVudJrXBb51NlA==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/slshh6qvG86wkYvinQslsh8OTgGg==
5112.1	Exemptions From Attendance - https://simbli.eboardsolutions.com/SU/0uNjFifhDOnkt2maHqN5HQ==

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==
5113.11	Attendance Supervision - https://simbli.eboardsolutions.com/SU/tzzPLemplusoX4IGxKKyUBlpg==
5116.2	Involuntary Student Transfers - https://simbli.eboardsolutions.com/SU/eET8laNj0WDMfRw84Gl1Rw==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8ksIbpS7OxQBTiX2Y03LGA==
5119	Students Expelled From Other Districts - https://simbli.eboardsolutions.com/SU/6NcJbQ95Bzy5p30A76WeSA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5125.2	Withholding Grades, Diploma Or Transcripts - https://simbli.eboardsolutions.com/SU/M4t47S8KUTzSplusIPyMLl2Aw==
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==
5131.2	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==
5131.5	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/lTUqleslshUZvmhzwogt8P3Ww==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/HVJ3whplusWmIRf3r0CZdyxmQ==
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/T6ZkK2x2gl7ScegslshwVRIBg==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/OPuEydf1Fs2UpjBiMzP2vA==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5142	Safety - https://simbli.eboardsolutions.com/SU/Zf7AUTrAnjmLnQuZK2mjgQ==
5142	Safety - https://simbli.eboardsolutions.com/SU/XlYXXqDLbmy3WlSNggNiYQ==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/SnP9tQAXuS666ypk8hr6Jg==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/dA9O4plusufr94DU4NSlp7RAg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/RIEajRrHVHaPY49S8F93Cg==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/kWsBhUGnqmZEopRm1e7oVA==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/aDr7slshplusUqXa7gxDbkQslshoxuw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/qxtwS3tSzJkNjPDYWMpluseoQ==
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==
5145.71	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/rIPt6W67iUFeHhgQCVy0hA==
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/HKXzRslshCVeKag3slshMlk8wYCw==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996lAQ==

5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/aHXj1KbWKdGMYCTGHhoOvQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/uLigonpG5KlnPzfKy9UlPQ==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWle0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6145.5	Student Organizations And Equal Access - https://simbli.eboardsolutions.com/SU/xwR9J1MuLjwNwebVxTLzdw==
6145.5	Student Organizations And Equal Access - https://simbli.eboardsolutions.com/SU/zmu4xslshIGQmKBzcNslsh9tdWXw==
6145.8	Assemblies And Special Events - https://simbli.eboardsolutions.com/SU/U6lw6H1o83WmTwxhTnHdlw==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==
6154	Homework/Makeup Work - https://simbli.eboardsolutions.com/SU/ceT73NcXQVcuvaYslshGFplusfpA==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/bpIfq6ODgTOqb5pKplusmrRlQ==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/ZbAwIfVztbG4fvTGJWBqAA==
6161.2	Damaged Or Lost Instructional Materials - https://simbli.eboardsolutions.com/SU/a6gvhYc5ofr1YciT7T4pluspA==
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==
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	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==

9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
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==

Regulation 5144.2: Suspension And Expulsion/Due Process (Students With Disabilities) **Status:** ADOPTED

Original Adopted Date: 11/01/2006 **| Last Revised Date:** 03/01/~~2012~~2023 **| Last Reviewed Date:** 03/01/~~2012~~2023

CSBA NOTE: Education Code 35291 requires the Governing Board to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. While many of the required rules and regulations are in BP/AR 5144.1 - Suspension and Expulsion/Due Process, the following administrative regulation addresses special procedures required when disciplining students who have been identified for special education and related services. This administrative regulation reflects the federal Individuals with Disabilities Education Act (IDEA) (20 USC 1400-1482), implementing federal regulations (34 CFR 300.1-300.818), and conforming state legislation. Note that in cases where state law provides greater protections to students, state law supersedes federal law.

The U.S. Department of Education's, Office of Special Education and Rehabilitative Services (OSERS), "Positive, Proactive Approaches to Supporting Children with Disabilities: A Guide for Stakeholders," recommends that districts identify ways to significantly reduce the use of exclusionary discipline, and its disproportionate effect on students with disabilities. See BP 6120 – Response to Instruction and Intervention and BP/AR 6164.5 – Student Success Teams.

Neither state nor federal law requires that these procedures apply to students identified under Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794). However, ~~in some instances,~~ the ~~district may find it appropriate to apply portions~~U.S. Department of ~~these procedures (e.g.,~~Education's, Office for Civil Rights, "Fact Sheet: Supporting Students with Disabilities and Avoiding the ~~limitation~~Discriminatory Use of Student Discipline Under Section 504 of the Rehabilitation Act of 1973," provides that, for a student with a disability ~~may not be suspended for~~ under Section 504, schools are required to conduct a manifestation determination before implementing a disciplinary removal that will significantly change the placement of the student due to discipline for (1) removal from class or school for more than 10 consecutive school days~~) to Section 504 students with a 504 services plan.~~, or (2) a series of removals from class or school that together total more than 10 school days in a school year and constitute a pattern of removal. Districts that wish to apply all IDEA procedures to Section 504 students should modify the following regulation accordingly.

Due to the complexity of the issue, districts should proceed carefully when suspending or expelling ~~special education~~ students with disabilities, and consult CSBA's District and County Office of Education Legal Services or district legal counsel as appropriate.

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

~~**Suspension**~~

Suspension or expulsion of a student with disabilities shall be in accordance with Board Policy 5144.1 – Suspension and Expulsion/Due Process and this administrative regulation.

When a student with disabilities exhibits behavior which impedes the student's own learning or that of others, the student's individualized education program (IEP) team shall consider positive behavioral interventions and supports, and other strategies, to address the behavior. (Education Code 56521.2; 20 USC 1414)

Suspension

CSBA NOTE: Pursuant to 20 USC 1415(k)(1), 34 CFR 300.530, and a 1988 U.S. Supreme Court decision (Honig v. Doe), districts receiving funds under the IDEA may suspend a student with a disability for no more than 10 consecutive school days, as long as the removal does not constitute a change in placement pursuant to 34 CFR 300.536. Education Code 48903 specifies that a student may not be suspended for more than 20 cumulative school days in a school year.

The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46715, explains that whether a bus suspension or "in-school suspension" would count as a day of suspension affecting the cumulative total depends on the unique circumstances of each case, such as whether bus transportation is part of the student's individualized education program (IEP). An "in-school suspension" or "supervised suspension classroom" as authorized by Education Code 48911.1 would not count towards the ~~20~~ 10 consecutive or 20 cumulative school day limit as long as the student is afforded the opportunity to continue to appropriately participate in the general curriculum, receive the services specified in ~~his/her~~the student's IEP, and participate with nondisabled students to the extent ~~he/she~~the student would have in the current placement. The district should be careful that such actions do not constitute a change of placement and ~~should~~ carefully monitor such suspensions.

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 cumulative school days in a school year~~,~~ as long as the pattern of suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

~~CSBA NOTE: The following paragraph is optional.~~

~~The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.~~

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from ~~his/her~~the student's current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

~~1.~~ 1. The removal is for more than 10 consecutive school days~~.~~

~~2.~~ 2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:

~~a.~~ a. The series of removals total more than 10 school days in a school year~~.~~

~~b.~~ b. The student's behavior is substantially similar to ~~his/her~~the student's behavior in previous incidents that resulted in the series of removals~~.~~

~~c.~~ c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another~~, indicate a change of placement.~~

CSBA NOTE: Pursuant to 20 USC 1412(a)(1)(A) and 34 CFR 300.530, a "free appropriate public education" (FAPE) must be available to all students, including any student with a disability who has been suspended for more than 10 school days in the same school year. The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46716, clarifies that the district is not required to provide a student who has been suspended for more than 10 school days in a school year for disciplinary reasons exactly the same services in exactly the same setting as the student was receiving prior to the imposition of discipline. However, the special education and related services the student does receive must enable ~~him/her~~the student to continue to participate in the general curriculum and to progress toward meeting the goals set out in ~~his/her~~the student's IEP. The Analysis of Comments, 71 Fed. Reg. 156, pg. 46717, clarifies that services need not be provided when a student is removed for 10 school days or less, as long as the district does not provide services to nondisabled students removed for the same amount of time.

If a student's removal is determined to be a change of placement as specified in ~~items~~Items #1-2 above, ~~or the student is suspended for more than 10 school days in the same school year,~~ the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in ~~his/her~~the student's IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to ~~him/her~~the student or ~~to his/her~~the student's parent/guardian when ~~he/she is to be~~, as a result of a suspension, the student is excluded from school bus transportation. (Education Code 48915.5)

CSBA NOTE: The following paragraph is optional.

The principal or designee shall monitor the number of days, including portions of days, in which a student with an IEP has been suspended during the school year.

Interim Alternative Educational Placement Due to Dangerous Behavior

CSBA NOTE: 20 USC 1415(k) and 34 CFR 300.530 permit an interim alternative placement for 45 school days when a student with a disability, while on school grounds, while going to or coming from school, or at a school function, either (1) carries or possesses a weapon, (2) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, or (3) inflicts serious bodily injury upon another person. "Serious bodily injury" is defined in 18 USC 1365 as bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty. This alternative placement decision may be made unilaterally by the district.

The term "weapon," as used below, refers to a "dangerous weapon" as defined in 18 USC 930 and includes any device which is capable of causing death or serious bodily injury. The term does not include a pocket knife with a blade of less than 2 1/2 inches in length.

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

~~1.~~ 1. Carries or possesses a weapon, as defined in 18 USC 930

~~2.~~ 2. Knowingly possesses or uses illegal drugs

~~3.~~ 3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V

~~4.~~ 4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by ~~his/her~~the student's IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

CSBA NOTE: For requirements of the procedural safeguards notice, see AR 6159.1 - Procedural Safeguards and Complaints for Special Education.

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from ~~his/her~~the student's current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow ~~him/her~~the student to participate in the general education curriculum and to progress toward meeting the goals set out in ~~his/her~~the IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

CSBA NOTE: A student with a disability who is also a foster youth or Indian child is afforded additional due process safeguards. Pursuant to Education Code 48853.5 and 48915.1, as amended by AB 740 (Ch. 400, Statutes of 2022), a foster youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, have the same rights as a parent/guardian to receive a suspension notice, expulsion notice, manifestation determination notice and invitation to the manifestation determination meeting, involuntary transfer notice, and other documents and related information, as reflected in Items #1 and 2 below. See AR 5144.1 – Suspension and Expulsion/Due Process and BP/AR 6184 – Continuation Education.

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

~~1.~~ 1. **Notice:** On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. ~~(20 USC 1415(k)(1)(H); 34 CFR 300.530)~~ If the student is a foster youth, the notice shall be given to the student's educational rights holder, attorney, and county social worker, and, if the student is an Indian child, the student's tribal social worker and, if applicable, county social worker. (Education Code 48853.5; 20 USC 1415(k)(1)(H); 34 CFR 300.530)

~~2.~~ **Manifestation Determination Review:** Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

If the student is a foster youth or Indian child, the foster youth's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker and, if applicable, county social worker, shall be invited to participate in the manifestation determination review. (Education Code 48915.5)

~~2.~~ At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent**/**guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

~~a.~~ a. Caused by or had a direct and substantial relationship to the student's disability

~~b.~~ b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of ~~his/her~~the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

~~3.~~ 3. **Determination that Behavior is a Manifestation of the Student's Disability:** When the student's conduct has been determined to be a manifestation of ~~his/her~~the student's disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which ~~he/she~~the student was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

~~4.~~ 4. **Determination that Behavior is Not a Manifestation of the Student's Disability:** When it has been determined that the student's conduct was not a manifestation of

~~his/her~~the disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable ~~him/her~~the student to participate in the general education curriculum in another setting and to allow ~~him/her~~the student to progress toward meeting the goals set out in ~~his/her~~the IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Due Process Appeals

CSBA NOTE: As specified below, 34 CFR 300.532 provides that either the district or the parent/guardian may appeal a placement decision by filing a due process complaint pursuant to 34 CFR 300.507 and 300.508. For details regarding the due process complaint, see BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education. In addition, the district may file a request that the hearing officer order a change of placement to an interim alternative setting for up to 45 days when the hearing officer determines that maintaining the current placement is substantially likely to result in injury to the student or others.

The Analysis of Comments to the federal regulations, 71 Fed. Reg. 156, pg. 46723, clarifies that the burden of proof in due process hearings is on the party that is responsible for the issue going forward to the due process hearing officer, consistent with the U.S. Supreme Court's decision in Schaffer v. Weast. Thus, if the district has requested that a hearing officer remove a student to an interim alternative educational setting, the burden of persuasion at the hearing is on the district.

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances~~) or~~), 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), ~~he/she~~the parent/guardian may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

CSBA NOTE: Pursuant to 34 CFR 300.532, this due process hearing is the same as the impartial due process hearing held for other special education matters, except that the law specifies expedited timelines. For other due process hearing requirements, see BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education.

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

CSBA NOTE: There is no state or federal law that requires special procedures for readmission of expelled students with disabilities; however, districts have an ongoing obligation to make FAPE available to students with disabilities.

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

CSBA NOTE: For district criteria applicable to all students when the Board is considering whether ~~or not~~ to suspend the enforcement of an expulsion order, see BP 5144.1 - Suspension and Expulsion/Due Process. The district should consult CSBA's District and County Office of Education Legal Services or district legal counsel when considering the suspension of an expulsion order involving a special education student.

The Governing Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

CSBA NOTE: Pursuant to 20 USC 1415(k)(6) and 34 CFR 300.535, the district is authorized to report crimes by students with disabilities to law enforcement in accordance with state law. Education Code 48902 provides procedures for these required notifications and Education Code 49076, ~~as amended by AB 143 (Ch. 434, Statutes of 2011),~~ requires any law enforcement authority to which information regarding a student with disabilities is disclosed to certify that those records will not be disclosed to another party without the prior written consent of the student's parent/guardian or other person invested with the student's educational right. See also AR 5144.1 - Suspension and Expulsion/Due Process and BP 5131.7 - Weapons and Dangerous Instruments.

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that ~~he/she will not disclose~~ the student's information or records will not be disclosed to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

Report to County Superintendent of Schools

CSBA NOTE: Education Code 48203 requires the Superintendent to report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. Education Code 48203 specifies that it is the duty of the County Superintendent to examine the reports and, if any case exists in which the interest of the student or welfare of the state may need further examination, bring the reports to the attention of the Board and the County Board of Education.

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The

report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

~~1.~~ 1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services.

~~2.~~ 2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311~~.~~

~~3.~~ 3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student.~~-~~

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed ~~him/her~~the student to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that ~~he/she~~the student was not an individual with a disability. (20 USC 1415(k)(5); 34 CFR 300.534)

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

Policy Reference UPDATE Service
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Ed. Code 48853.5	Foster youth and Indian child's representatives' right to receive notices
Ed. Code 48900-48925	Suspension and expulsion
Ed. Code 49076	Access to student records
Ed. Code 56000	Special education; legislative findings and declarations
Ed. Code 56320	Educational needs; requirements
Ed. Code 56321	Development or revision of individualized education program
Ed. Code 56329	Independent educational assessment
Ed. Code 56340-56347	Individualized education program teams
Ed. Code 56505	State hearing
Ed. Code 56521.2	Behavioral interventions
Pen. Code 245	Assault with deadly weapon
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995

Federal	**Description**
18 USC 1365	Serious bodily injury
18 USC 930	Weapons
20 USC 1412	State eligibility
20 USC 1414	Evaluations, eligibility determinations, individualized education programs, and educational placements
20 USC 1415	Procedural safeguards
21 USC 812	Schedule of controlled substances
~~29 USC 706~~	~~Definitions~~
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.35	Evaluation and placement
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.530-300.537	Discipline procedures

Management Resources	**Description**
Court Decision	Honig v. Doe~~,~~ (1988) 484 U.S. 305

Court Decision	M.P. v. Governing Board of Grossmont Union High School District, (1994) 858 F.Supp. 1044
Court Decision	Parents of Student W. v. Puyallup School District, (1994 9th Cir.) 31 F.3d 1489
Court Decision	Schaffer v. Weast, (2005) 546 U.S. 549 49
Office of Administrative Hearings	Parent v. Fairfield-Suisun Unified School District (2012) Case No. 2012030917
Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
U.S. Department of Education, Office for Civil Rights Publication	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022
U.S. Department of Education, Office for Civil Rights Publication	Fact Sheet: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022
U.S. Department of Education, Office of Special Education and Rehabilitative Services Publication	Positive, Proactive Approaches to Supporting Children with Disabilities: A Guide for Stakeholders, July 2022
U.S. Department of Education, Office of Special Education and Rehabilitative Services Publication	Questions and Answers: Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions, July 2022
U.S. Department of Education, Office of Special Education and Rehabilitative Services Publication	Dear Colleague Letter on Supporting the Needs of Students with Disabilities, July 2022
U.S. Department of Education, Office of Special Education and Rehabilitative Services Publication	Letter Commenting on Hearing Officer Authority to Determine whether Conduct is a Violation of Student Code of Conduct, July 2012
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~~U.S. Department of Education, Office for Civil Rights
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services

Cross References

Code	Description
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan

0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
3513.4	Drug And Alcohol Free Schools
3541.2	Transportation For Students With Disabilities
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.62	Tobacco
5131.62	Tobacco
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance

5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
6120	Response to Instruction and Intervention
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6163.4	Student Use Of Technology
6163.4-E(1)	Student Use Of Technology
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.5	Student Success Teams
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children

6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session

Regulation 5144.2: Suspension And Expulsion/Due Process (Students With Disabilities)

Status: ADOPTED

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

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The Superintendent or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
    a. The series of removals total more than 10 school days in a school year.
    b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
    c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If a student's removal is determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation. (Education Code 48915.5)

Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

   At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

   a. Caused by or had a direct and substantial relationship to the student's disability

   b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

      If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of his/her disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the student's conduct has been determined to be a manifestation of his/her disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

   The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

4. Determination that Behavior is Not a Manifestation of the Student's Disability: When it has been determined that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services

and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

The Board of Education's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the Superintendent or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services.

2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's

director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student.

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed him/her to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.

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U.S. Dept of Education Office for Civil Rights Pub	Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	U.S. Department of Education, Office of Special Education and Rehabilitative Services - https://simbli.eboardsolutions.com/SU/qL0cIe1gncukY8IMLvozRw==
Website	California Department of Education, Special Education - https://simbli.eboardsolutions.com/SU/wbtzINw8puwslshjTsrmVmBCA==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/xmCPrTcoZIe111WmbX10Vg==

Cross References	**Description**
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/Hslsh3YFhhJGmAplus2VouBDRAsA==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/vv5CwdZakD4RbAslsh85YYVgg==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/XjDeho0oEsWuE3Rb4Gh8qA==

0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/b4VkmhrAe7UslshrcYDpa9Wrw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
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3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/RsyNOO67E9LtdDgFPQwcig==
3541.2	Transportation For Students With Disabilities - https://simbli.eboardsolutions.com/SU/CkZkCl5GKSusAnqQiDzUDA==
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4158	Employee Security - https://simbli.eboardsolutions.com/SU/JKzHWiwEhHQgdeLTYQO05A==
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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==
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5116.2	Involuntary Student Transfers - https://simbli.eboardsolutions.com/SU/eET8laNj0WDMfRw84Gl1Rw==
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5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UlLhCCQT5CCGHtg==
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5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/HVJ3whplusWmlRf3r0CZdyxmQ==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/ITUqleslshUZvmhzwogt8P3Ww==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/T6ZkK2x2gl7ScegslshwVRIBg==

5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/OPuEydf1Fs2UpjBiMzP2vA==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
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/fGeSjWun3Qmomh2eslT8pQ==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/SnP9tQAXuS666ypk8hr6Jg==
5144.4	Required Parental Attendance - https://simbli.eboardsolutions.com/SU/dA9O4plusufr94DU4NSlp7RAg==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/aDr7slshplusUqXa7gxDbkQslshoxuw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/qxtwS3tSzJkNjPDYWMpluseoQ==
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==
6120	Response To Instruction And Intervention - https://simbli.eboardsolutions.com/SU/dEp4ldh5BcjpnZ6dDslshCGbw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSlWle0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
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/m8kR6QqcnpKBslshBUQCscN6Q==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/c3m96PV0v0n1mPST6vUNcA==
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==
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==
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/pLPKyuXkTjHUVX0bMg6g1w==
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	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==
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==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Russell Little,
Assistant Superintendent,
Educational Leadership and Pupil Services

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES

BACKGROUND INFORMATION:

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

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

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)
    - Revised Administrative Regulation 6115 - Ceremonies and Observance
    - Board Policy/Administrative Regulation 6173 - Education for Homeless Children,
    - Board Policy/Administrative 6173.1 - Education for Foster Youth
    - Revised Board Policy 6177 - Summer Learning Programs

RECOMMENDATION:

Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 6000 series: Revised Administrative Regulation 6115 - Ceremonies and Observance, Board Policy/Administrative Regulation 6173 - Education for Homeless Children, Board Policy/Administrative 6173.1 - Education for Foster Youth, Revised Board Policy 6177 - Summer Learning Programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 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

Policy 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 07/01/2005 **| Last Revised Date:** 03/01/~~2022~~2023 **| Last Reviewed Date:** ~~10~~3/01/~~2016~~2023

CSBA NOTE: The following policy reflects the intent of the McKinney-Vento Homeless Assistance Act (42 USC 11431-11435) that each ~~homeless~~ student experiencing homelessness should have equal access to the same free, appropriate public education and services as other students. 42 USC 11432 mandates that districts adopt, review, and revise policies to remove barriers to the identification, enrollment, and retention of homeless children and youth, ensure that ~~homeless~~ students experiencing homelessness are not segregated or stigmatized on the basis of their status as homeless, and provide for professional development for appropriate staff, as provided in the following policy.~~-~~and regulation. In addition, 42 USC 11432 requires that, in reviewing and revising applicable policies, consideration be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship.

Education Code 48851.3, as added by AB 408 (Ch. 904, Statutes of 2022), **mandates** that districts establish homeless education program policies that are consistent with the provisions of Education Code 48850-48859, and using resources developed by the California Department of Education (CDE), available on its web site, and those developed by homeless education technical assistance centers. Pursuant to Education Code 48851.3, as added by AB 408, districts are required to update their homeless education program policies at least once every three years.

Education Code 48852.3, added by AB 408, requires CDE to develop and implement a plan for monitoring the compliance of districts, including school site inspections, to ensure that the state is not underestimating the number of youth experiencing homelessness.

The Governing Board believes that the identification of ~~homeless~~ students experiencing homelessness is critical to improving the educational outcomes of such students and ensuring that ~~homeless~~ students experiencing homelessness have access to the same free and appropriate public education provided to other students within the district. The district shall provide ~~homeless~~ students experiencing homelessness with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

When there are at least 15 ~~homeless~~ students experiencing homelessness in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of ~~homeless~~ students experiencing homelessness. (Education Code 52052, 52060, 52064)

CSBA NOTE: The following paragraph is **mandated** pursuant to Education Code 48851.3 and 42 USC 11432. 42 USC 11432 requires that districts adopt policy to remove barriers to ~~homeless students'~~ enrollment and retention of students experiencing homelessness due to absences or outstanding fees or fines. See the accompanying administrative regulation for additional procedures designed to remove barriers to the identification and enrollment of ~~homeless~~ students experiencing homelessness.

The Superintendent or designee shall ~~regularly~~ review district policies at least once every three years and recommend updates ~~to district policies~~ to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment, and retention of such students, including those barriers that are due to absences or outstanding fees or fines. ~~(~~(Education Code 48851.3, 42 USC 11432)

CSBA NOTE: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. See the accompanying administrative regulation for information about the designation and duties of the district liaison.

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison for homeless students shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting ~~homeless~~ students experiencing homelessness to succeed in school, and as specified in Education Code 48851.3 related to trainings for district staff providing assistance to students experiencing homelessness.

CSBA NOTE: Education Code 48851, as ~~added~~amended by AB ~~27~~2375 (Ch. ~~394~~912, Statutes of ~~2021~~2022), requires the district to ensure that each school within the district identifies all ~~homeless children and youths~~students experiencing homelessness and unaccompanied youths enrolled at the school~~.~~ and to annually provide and administer a housing questionnaire to parents/guardians of all students and all unaccompanied youths for purposes of identifying students experiencing homelessness and unaccompanied youths. The housing questionnaire must be based on best practices developed by CDE, include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth, and be made available in paper form. A sample housing questionnaire is available on CDE's web site.

Education Code 48851, as amended by AB 2375, requires districts to collect the completed housing questionnaires described above, and annually report to CDE the number of students experiencing homelessness and unaccompanied youths enrolled in the district.

The Superintendent or designee shall ensure that each district school identifies all ~~homeless children and youths~~students experiencing homelessness and unaccompanied youths enrolled at the school. (Education Code 48851)

~~CSBA NOTE: The following paragraph is for districts that receive funding from the American Rescue Plan Elementary and Secondary School Emergency Relief - Homeless Children and Youth Fund (ARP-HCY) and may be deleted or revised to reflect district practice by districts that do not receive such funds. Education Code 48851, as added by AB 27, requires districts receiving ARP-HCY funds to annually administer a housing questionnaire to parents/guardians of all students and all unaccompanied youths for purposes of identifying homeless children and youths and unaccompanied youths. The housing questionnaire must be based on best practices developed by the California Department of Education (CDE), include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth, and be made available in paper form. A sample housing questionnaire is available on CDE's web site.~~

To ensure easy identification of ~~homeless~~ students experiencing homelessness, the Superintendent or designee shall annually provide and administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

The Superintendent or designee shall report to CDE the number of students experiencing homelessness, including unaccompanied youths, enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

CSBA NOTE: Education Code 48852.6~~, as added by AB 27,~~ requires districts to create a web page or post on its web site (1) a list of district liaisons and contact information for such liaison(s) and (2) specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness. Additionally, Education Code 48852.6~~, as added by AB 27,~~ requires a district school, if it has a web site, to post the contact information for the district liaison, as well as the name and contact information of any employee or person under contract the school may have who assists the district liaison in completing the liaison's duties. See the accompanying administrative regulation for more information regarding posting requirements.

In addition, the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

CSBA NOTE: Pursuant to Education Code 48850 and 42 USC 11432, placement determinations for ~~homeless~~ students experiencing homelessness must be made according to the ~~student's~~ "student's "best interest~~,"~~," as defined by law and in the accompanying administrative regulation.

The Superintendent or designee shall ensure that placement decisions for ~~homeless~~ students experiencing homelessness are based on the ~~student's~~student's best interest as defined in law and administrative regulation.

Each ~~homeless~~ student experiencing homelessness shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs.-((Education Code 48850; 42 USC 11432)

CSBA NOTE: The following paragraph is **mandated** by 42 USC 11432. Although ~~this law prohibits the~~ segregation of ~~homeless~~ students experiencing homelessness into a separate school or program is prohibited, separate schools that were in operation before 2001 may continue to operate under specified conditions. Districts that maintain such a school may revise the following paragraph to reflect district practice.

~~Homeless students~~Students experiencing homelessness shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate ~~homeless~~ students experiencing homelessness on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet ~~the~~their unique needs ~~of homeless students~~. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for ~~homeless~~ students experiencing homelessness are provided in a manner and form understandable to the student's parents/guardians ~~of homeless students~~ and to unaccompanied youths.

CSBA NOTE: Although students' addresses generally may be designated as "directory information" that is not harmful if disclosed, 42 USC 11432 provides that information about ~~a homeless student's~~the living situation of a student experiencing homelessness must instead be provided the protections afforded to other student records under the Family Educational Rights and Privacy Act. For further information about the disclosure of ~~homeless students'~~ records of students experiencing homelessness, see the U.S. Department of Education's (USDOE)), "Education for Homeless Children and Youths Program Non-Regulatory Guidance."

Information about ~~a homeless student's~~the living situation of a student experiencing homelessness shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

CSBA NOTE: Pursuant to 42 USC 11432, districts receiving assistance through the McKinney-Vento Homeless Assistance Act are required to coordinate services as provided below. Other districts may delete or revise the following paragraph to reflect district practice.

The Superintendent or designee shall coordinate with other agencies and entities to ensure that ~~homeless children and youth~~students experiencing homelessness are promptly identified, ensure that ~~homeless~~ students experiencing homelessness have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to ~~homeless children and youth~~students experiencing homelessness, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for ~~homeless~~ students experiencing homelessness and services for students with disabilities. (42 USC 11432)

CSBA NOTE: 42 USC 11432 **mandates** that districts adopt policies and practices to ensure participation by district liaisons and other appropriate staff in professional development and other technical assistance activities, as determined appropriate by the federal Office of the Coordinator.

Education Code 48852.5 requires CDE to provide specified informational and training materials to district liaisons, including informational materials on the educational rights of ~~homeless children and youth~~students experiencing homelessness and resources available to assist ~~homeless children and youth.~~students experiencing homelessness. Education Code 48852.5, ~~as amended by SB 400 (Ch. 400, Statutes of 2021),~~ also requires CDE to develop and implement a system to verify that districts are providing the required training to school personnel providing services to ~~youth~~students experiencing homelessness at least annually.

Pursuant to Education Code 48851.3, as added by AB 408, the liaison for homeless students is required to offer annual training to district employees providing services to students experiencing homelessness and to inform such employees of the availability of training and the services the liaison provides. While Education Code 48851.3 requires annual training for employees who work with students experiencing homelessness, the liaison is encouraged to offer training to all district employees.

The following paragraph reflects the training requirement of Education Code 48851.3 and 48852.5, and USDOE's "Education for Homeless Children and Youths Program Non-Regulatory Guidance," regarding the content of the professional development.

At least annually, the district liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of ~~homeless~~ students experiencing homelessness. Such professional development and technical assistance shall include, but are not limited to, training on the district's homeless education program policies, definitions of terms related to homelessness, ~~the~~recognition of signs ~~of~~that students are experiencing or are at risk of experiencing homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect ~~homeless~~ students experiencing homelessness with appropriate housing and service providers. (Education Code 48851.3, 48852.5; 42 USC 11432)

~~CSBA NOTE: Education Code 48851, as added by AB 27, requires districts to collect the completed housing questionnaires described above, and annually report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district.~~

~~The Superintendent or designee shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)~~

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Pursuant to Education Code 52064.5, the State Board of Education has adopted evaluation rubrics for use by districts in evaluating their strengths, weaknesses, and areas that require improvement.

In addition, pursuant to 20 USC 6311 annual district report cards for districts receiving Title I funds are required to include disaggregated student achievement data and graduation rates of homeless students.

At least annually, the Superintendent or designee shall report to the Board on the identification of and outcomes for ~~homeless~~ students experiencing homelessness, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates,

and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to more effectively identify and support the education of ~~homeless~~ students. experiencing homelessness.

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532 (Ch. 918, Statutes of 2022), districts are required to annually report to CDE regarding the number of students experiencing homelessness who, for the prior school year, graduated with an exemption from the district-established graduation requirements that are in addition to statewide coursework requirements, as specified below.

Annually, the Superintendent or designee shall report to CDE, in accordance with Education Code 51225.1, the number of students experiencing homelessness graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.3	Homeless education program policies; liaison responsibilities
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.3	Monitoring for compliance with chapter
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities

Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Federal	**Description**
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies
Management Resources	**Description**
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	~~2021-22~~ Federal Program Monitoring Instrument~~, May 2021~~
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services
Website	California State University
Website	University of California
Website	California Department of Education, Homeless Children and Youth Education
Website	National Center for Homeless Education at SERVE
Website	National Homelessness Law Center
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Community Colleges
Website	California Interscholastic Federation

Website	California Child Welfare Council

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.9	Employee Notifications

4112.9-E(1)	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.22	Infectious Diseases
5141.22	Infectious Diseases
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
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6120	Response To Instruction And Intervention
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
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6145.2	Athletic Competition
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6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
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6164.2	Guidance/Counseling Services

6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
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
6190	Evaluation Of The Instructional Program

Policy 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 06/09/2022 **| Last Reviewed Date:** 06/09/2022

The Governing Board believes that the identification of homeless students is critical to improving the educational outcomes of such students and ensuring that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for such students to meet the same challenging academic standards as other students.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060, 52064)

The Superintendent or designee shall regularly review and recommend updates to district policies to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment, and retention of such students, including those barriers that are due to absences or outstanding fees or fines. (42 USC 11432)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison for homeless students shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

The Superintendent or designee shall ensure that each district school identifies all homeless children and youths and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of homeless students, the Superintendent or designee shall annually administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

In addition, the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for homeless students are provided in a manner and form understandable to the parents/guardians of homeless students and to unaccompanied youths.

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act, shall not be deemed to be directory information as defined in 20 USC 1232g, and shall not be released without written consent. (42 USC 11432)

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

At least annually, the district liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students. Such professional development and technical assistance shall include, but are not limited to, training on the definitions of terms related to homelessness, the signs of homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect homeless students with appropriate housing and service providers. (Education Code 48852.5; 42 USC 11432)

The Superintendent or designee shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

At least annually, the Superintendent or designee shall report to the Board on the identification of and outcomes for homeless students, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to more effectively identify and support the education of homeless students.

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 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.3	Homeless education program policies; liaison responsibilities
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.3	Monitoring for compliance with chapter

Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan

Federal References	**Description**
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources References	**Description**
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	Federal Program Monitoring Instrument
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California State University - https://simbli.eboardsolutions.com/SU/HWPZz3HziVpluslQvvt9lfVuA==
Website	University of California - https://simbli.eboardsolutions.com/SU/ePWe6bf8qWHxo5C46jpluswqw==
Website	California Department of Education, Homeless Children and Youth Education - https://simbli.eboardsolutions.com/SU/PJfdEy2JFWVslacXpluseoqlA==
Website	National Center for Homeless Education at SERVE - https://simbli.eboardsolutions.com/SU/bhykhozPF5JgwF1cDVEZhA==
Website	National Homelessness Law Center - https://simbli.eboardsolutions.com/SU/bfdbHwxWmqEm0vIuLG5daw==
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities - https://simbli.eboardsolutions.com/SU/hejIslsh9el7BC8rRkMVLthGg==
Website	California Community Colleges - https://simbli.eboardsolutions.com/SU/fu5WNHiEP7hJIaE4gwN73Q==

Website	California Interscholastic Federation - https://simbli.eboardsolutions.com/SU/QthhhDMKplusJ3akAI8GRP72g==
Website	California Child Welfare Council - https://simbli.eboardsolutions.com/SU/8BOlNMN9mtFkcAjmEbYOgA==

Cross References	Description
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
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==
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==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/IplusLgsyhyk4pluslY8bvslshMkeKQ==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/WXFSnzzyFkVsoiGYEzjMbg==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/4jRHUfaUfv4zxjwR1ydrpA==
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==
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==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==
4112.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4112.9-E PDF(4)	Employee Notifications - https://simbli.eboardsolutions.com/SU/RiY6sBOvtZjslshkGuVMKWdLQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Whi8UKXYLR1N5t2qid1APg==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/bKgNwdQAUULSpluscGFRsLmXQ==
4212.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zMD6tbaIzFplus6SLtFFoB3Hg==
4212.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/7bZTplus3Z98mODNKQSpyslshZ4w==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/VQbO5zeg9aWBJyflPAVADQ==
4312.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/TN2PDxjjZhNlWdb1qB5MSA==
4312.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/nEAdd6ffJchjaUXV7FgoEw==
4312.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/RNaAVmS6ngJ9zPWtfa7jSQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5111	Admission - https://simbli.eboardsolutions.com/SU/GUaeicU7jgrM5znpNYGjqQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/xQb0iX5ZndNOtMmjybpA0A==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==

5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5113.11	Attendance Supervision - https://simbli.eboardsolutions.com/SU/tzzPLemplusoX4IGxKKyUBlpg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/VplussOE8US1DVte1kbeN6K3Q==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yNQLcnMaslshCQerLAitMld6A==
5125.1-E PDF(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/UO2j3yqobJ6YRTuLeugtIA==
5125.2	Withholding Grades, Diploma Or Transcripts - https://simbli.eboardsolutions.com/SU/M4t47S8KUTzSplusIPyMLl2Aw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/SMxDWML4ovtTEl9NUdAMslshw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/XYeEB2XzTXue7AlhUlax4g==
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/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==
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==

5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/djb4slshsgbpszLlijYQcBTww==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/KQOplusjVe5z9q5dsDaNMna6w==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/aHXj1KbWKdGMYCTGHhoOvQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/uLigonpG5KlnPzfKy9UlPQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wlufamEAdcmeCnQqXP7A9Q==
6120	Response To Instruction And Intervention - https://simbli.eboardsolutions.com/SU/dEp4ldh5BcjpnZ6dDslshCGbw==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/plusvY1VMisWfdCKrDslshrWh8bQ==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/AmS1igTjx4X628bKgqW8Bw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWle0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
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==
6159.3	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==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3IRoOhSBC6o4b3uA==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/JtQDlrkSo9aktbt4cbmG5g==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/9kuifz9ovp2U1ldnNuPhJg==
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==
6173.1	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==

Regulation 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 12/01/2014 **| Last Revised Date:** 03/01/~~2022~~2023 **| Last Reviewed Date:** ~~10~~3/01/~~2016~~2023

CSBA NOTE: The following administrative regulation is **mandated** pursuant to Education Code 48851.3, as added by AB 408 (Ch. 914, Statutes of 2022) and 42 USC 11432~~; see~~, which require districts to establish homeless education program policies. Pursuant to Education Code 48851.3 districts are required to update these policies at least once every three years. See section on "Transportation" below for additional requirements.

Definitions

CSBA NOTE: The federal McKinney-Vento Homeless Assistance Act (42 USC 11434a) and Education Code 48859~~, as amended by AB 27 (Ch. 394, Statutes of 2021),~~ define "homeless children and youths" as provided below. Foster youth who are living in emergency or transitional shelters are within the definition of homeless students but youth who are awaiting foster care placement are not. See BP/AR 6173.1 - Education for Foster Youth for state law regarding foster children.

Homeless students or *students experiencing homelessness* means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48859; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings

3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes a homeless child or youth not in the physical custody of a parent or guardian. (Education Code 48859; 42 USC 11434a)

CSBA NOTE: The following definition of "school of origin" generally reflects Education Code 48852.7, which exceeds the definition in 42 USC 11432 and is consistent with the state definition of "school of origin" that applies to foster youth. However, 42 USC 11432 includes preschools in the definition as provided below.

School of origin means the school that the ~~homeless~~ student experiencing homelessness attended when permanently housed or the school in which the student was last enrolled, including a

preschool. If the school the ~~homeless~~ student experiencing homelessness attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the student attended within the preceding 15 months and with which the student is connected, the district liaison for homeless students ~~shall determine~~, in consultation with and with the agreement of the ~~homeless~~ student experiencing homelessness and the person holding the right to make educational decisions for the student, ~~and~~shall determine which school is, in the best interests of the ~~homeless~~ student~~, which school shall be~~ experiencing homelessness, deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

CSBA NOTE: Education Code 48850 expresses legislative intent that the "best interest" of a ~~homeless~~ student experiencing homelessness or foster youth includes educational stability as well as placement in the least restrictive educational program, as provided below. Education Code 48853 further provides that the placement of a foster youth must consider the student's access to academic resources, services, and extracurricular and enrichment activities. For consistency with the definition of "best interest" applicable to foster youth (~~s~~see AR 6173.1 - Education for Foster Youth~~), the~~. The following definition also reflects Education Code 48853.

Best interest means that, in making educational and school placement decisions for a ~~homeless~~ student experiencing homelessness, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

CSBA NOTE: Pursuant to 42 USC 11432, districts are required to designate an appropriate staff person, who may also be a coordinator for other federal programs, as a district liaison for homeless students. The district should fill in the blanks below with the title or position, address, email address, and phone number of the district liaison.

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

_____
(title or position)
_____
(address)
_____
(email address)
_____
(phone number)

CSBA NOTE: The duties of the district liaison for homeless students are listed in Education Code 48851.3, as added by AB 408, and 42 USC 11432 and are specified below. Also see the U.S. Department of Education's (USDOE~~-~~)), "Education for Homeless Children and Youths Program Non-Regulatory Guidance~~"~~," and the "Homeless Liaison Toolkit~~"~~," developed by the National Center for Homeless Education.

The district's liaison for homeless students shall: (Education Code 48851.3, 48851.5, 48852.5; 42 USC 11432)

1. Ensure that ~~homeless~~ students experiencing homelessness are identified by school personnel through outreach and coordination activities with other entities and agencies

2. Ensure that ~~homeless~~ students experiencing homelessness are enrolled in, and have a full and equal opportunity to succeed in, district schools

3. Ensure that ~~homeless~~ families and ~~children and youth~~students experiencing homelessness have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district

4. Ensure that ~~homeless~~ families and students experiencing homelessness receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services

5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

6. Disseminate public notice of the educational rights of ~~homeless~~ students experiencing homelessness in locations frequented by parents/guardians of ~~homeless children and youth~~students experiencing homelessness and by unaccompanied youth, including schools, shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.

7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below

8. Fully inform parents/guardians of ~~homeless~~ students experiencing homelessness and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

CSBA NOTE: Pursuant to Education Code 48852.5, ~~as amended by SB 400 (Ch. 400, Statutes of 2021),~~ the California Department of Education (CDE) is required to provide training materials to district liaisons for homeless students for the purpose of providing required professional development and support to school personnel who provide services to homeless students.

Pursuant to Education Code 48851.3, as added by AB 408, the district's liaison for homeless students is required to offer annual training to district employees who provide services to students experiencing homelessness and inform such employees of the availability of training and the services the liaison provides. While Education Code 48851.3 requires annual training for employees who work with students experiencing homelessness, the district's liaison for homeless students is encouraged to offer training to all district employees.

The examples of school personnel listed below reflect CDE's ~~2021-22~~2022-23 Federal Program Monitoring Instrument.

9. ~~Ensure that~~Offer annual training related to the district's homeless education program policies to school personnel ~~providing~~who provide services to ~~homeless~~ students

experiencing homelessness, including principals and other school leaders, attendance ~~supervisors~~officers, teachers, enrollment personnel, and specialized instructional support personnel, ~~receive~~to ensure that such employees are informed of available training, professional development, and other support, and the services provided by the district liaison for homeless students

10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090

11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to ~~homeless~~ students experiencing homelessness, including the collection and provision of comprehensive data to the state coordinator as required by law

CSBA NOTE: Pursuant to Education Code 48918.1, the district liaison must be notified at least 10 calendar days before the date of the expulsion hearing for a ~~homeless~~ student experiencing homelessness, when the student's alleged violation does not require a mandatory recommendation for expulsion, and may be notified for mandatory expulsions; see AR 5144.1 - Suspension and Expulsion/Due Process. When so notified, the district liaison is expected to assist the student and, as necessary, advocate on the student's behalf.

Furthermore, pursuant to Education Code 48915.5, if the ~~homeless~~ student experiencing homelessness has also been identified as an individual with a disability and the district has proposed a change of placement due to an act for which the decision to recommend expulsion is discretionary, the district liaison must be invited to participate in the individualized education program (IEP) team meeting that makes a manifestation determination pursuant to the Individuals with Disabilities Education Act (20 USC 1415(k)).

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a ~~homeless~~ student experiencing homelessness who is undergoing a disciplinary proceeding that could result in the student's expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

CSBA NOTE: 42 USC 11432 requires CDE to publish a list of district liaisons on its web site. CDE collects the name and contact information of district liaisons through the consolidated application process, along with information about district compliance with federal program requirements.

The Superintendent or designee shall inform ~~homeless children and youth~~students experiencing homelessness, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. The Superintendent or designee shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for ~~homeless~~ students experiencing homelessness based on the student's best interest. ~~(~~(Education Code 48850; 42 USC 11432)

In determining a student's best interest, a student experiencing homelessness shall, to the extent feasible, be placed in the school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

CSBA NOTE: Education Code 48850 and 42 USC 11432 ~~specifies~~specify factors that must be considered in determining a student's best interest, as provided below.

~~In~~When determining the best interest of ~~the~~any student experiencing homelessness, the district shall ~~consider~~give priority to the request of the student's parent/guardian, or in the case of an unaccompanied youth, the request of the student. The student's educational stability and opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress and other student-centered factors related to the student's best interest, including ~~factors related to~~ the impact of mobility on the student's achievement, education, health, and safety, ~~giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the youth.~~ ~~(~~shall also be considered. (Education Code 48850; 42 USC 11432)

CSBA NOTE: The following optional paragraph presents examples of factors that may be considered in making placement decisions based on a student's "best interest," and may be revised to reflect district practice.

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a ~~homeless~~ student experiencing homelessness lives with the student's homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the district liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of the right to appeal. ~~(42 USC 11432)~~

~~In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in the school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7;~~ (42 USC 11432)

CSBA NOTE: Education Code 48852.7 and 42 USC 11432 require schools to immediately enroll ~~homeless~~ students experiencing homelessness as specified below. In ~~its~~ USDOE's, "Non-Regulatory Guidance Education for Homeless Children and Youths Program," ~~the~~ USDOE recommends that the district take steps to facilitate immediate enrollment such as accepting school records directly from families, establishing school-based immunization clinics, and training staff on the legal requirements for immediate enrollment. See AR 5111.1 - District Residency.

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if the student: (Education Code 48850, 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

2. Does not have clothing normally required by the school, such as school uniforms

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records

4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall immediately refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if the student is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or the school requested by the student's parent/guardian or the student, if an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement regarding the right to appeal the placement decision. The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth. (42 USC 11432)

At the point of any change or subsequent change in the residence of a ~~homeless~~ student experiencing homelessness, the student may continue attending the student's school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the ~~homeless~~ student experiencing homelessness has the benefit of matriculating with the student's peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the same attendance are~~a~~.

2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, the student shall be allowed to continue to the school designated for matriculation in that district.

CSBA NOTE: Education Code 48852.7 and 42 USC 11432 require that ~~homeless~~ students who become permanently housed during the school year be allowed to remain in the school of origin for the remainder of the school year. Additionally, Education Code 48852.7 allows ~~homeless~~ students to remain in the school of origin, or matriculate to a feeder school, even if the student is

no longer ~~homeless.~~experiencing homelessness. The district may revise the following list to reflect the grade levels and feeder school patterns in the district.

If the student's housing status changes before the end of the school year so that the student is no longer ~~homeless~~experiencing homelessness, the student shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if the student is in grades K-8
2. Through graduation if the student is in high school

Resolving Enrollment Disputes

CSBA NOTE: In the event that a dispute arises over the district's decision related to student eligibility, school selection, or enrollment, the district must comply with the requirements of 42 USC 11432 and the dispute resolution process established by CDE. CDE's ~~process is described in its~~, "Homeless Education Dispute Resolution Process~~" letter to districts,~~," available on CDE's web site~~.~~, provides such guidance. CDE's ~~letter~~guidance does not specify a hearing process or timelines for the district-level dispute resolution process. Thus, the district may revise the following section to reflect district practice, provided that the process is consistent with law.

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

CSBA NOTE: The following optional list should be modified to reflect district practice. In ~~its~~USDOE's, "Education for Homeless Children and Youths Program Non-Regulatory Guidance," ~~the~~ USDOE recommends that the written explanation contain the elements specified below. See the accompanying exhibits for a sample explanation and appeal form.

The written explanation shall include:

1. A description of the action proposed or refused by the district
2. An explanation of why the action is proposed or refused
3. A description of any other options the district considered and the reasons that any other options were rejected
4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources
5. Appropriate timelines to ensure any relevant deadlines are not missed
6. Contact information for the district liaison and state coordinator, and a brief description of those roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

CSBA NOTE: The following optional paragraph is recommended in ~~the~~ USDOE's "Education for Homeless Children and Youths Program Non-Regulatory Guidance."

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

CSBA NOTE: The following optional paragraph is recommended in CDE's, "Homeless Education Dispute Resolution Process~~" letter~~," guidance to districts. CDE recommends that if the parent/guardian or unaccompanied youth is an English Learner, the native language and/or an interpreter be used, and/or if additional supports are needed because of a disability, such services be made available without charge.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform ~~them~~the student's parents/guardians or unaccompanied youth that ~~they may provide~~ written and/or oral documentation to support their position may be provided

2. Inform ~~them~~the student's parents/guardians or unaccompanied youth that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved

3. Provide ~~them~~ a simple form that they may use and turn in to the school to initiate the dispute resolution process

4. Provide ~~them~~ a copy of the dispute form they submit for their records

5. Provide ~~them~~ the outcome of the dispute for their records

When a student's parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter,~~ and any~~. Any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the district liaison's enrollment decision, the decision may be appealed to the Superintendent. The Superintendent shall make a determination within five working days.

CSBA NOTE: In ~~its~~CDE's, "Homeless Education Dispute Resolution Process~~" letter to districts,~~," CDE describes the process for appealing a district's enrollment decision to the county office of education (COE) and CDE. Upon receipt of materials describing the dispute from the district, the COE liaison will determine the school selection or enrollment decision within five working days. If the dispute remains unresolved or is appealed, the COE liaison will forward the documentation to CDE's Homeless Education Program. CDE will notify all parties of the final determination of eligibility, school selection, or enrollment within five working days of receipt of the appeal.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the liaison for homeless students at the county office of education.

CSBA NOTE: 42 USC 11432 provides that, during any dispute over a student's enrollment, the student must be allowed to be enrolled in the school in which enrollment is sought during the period of all appeals. 42 USC 11434a defines "enrollment" as including attendance in classes and full participation in school activities.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

CSBA NOTE: 42 USC 11432 **mandates** that districts adopt policies and practices to ensure that transportation is provided to ~~homeless~~ students experiencing homelessness, at the request of the student's parent/guardian or of the district liaison in the case of an unaccompanied youth, to and from the school of origin as specified below.

In ~~its~~USDOE's, "Education for Homeless Children and Youths Program Non-Regulatory Guidance," USDOE states that the law imposes an affirmative obligation to transport ~~homeless~~ students experiencing homelessness, even if transportation is not provided to other students. The Guidance clarifies that, because the State of California receives funds under McKinney-Vento, all districts in California are subject to this requirement.

~~Federal law does not address the authorization provided by Education Code 39807.5 for the district to charge for the cost of home-to-school transportation. However, it is likely that most homeless students would be identified as indigent and would therefore be exempt from transportation costs. See AR 3250 - Transportation Fees.~~

The district shall provide transportation for a ~~homeless~~ student experiencing homelessness to and from the student's school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend the student's school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

CSBA NOTE: Pursuant to Education Code 39807.5, as amended by AB 181 (Ch. 52, Statutes of 2022), the district is required to waive transportation fees for an unduplicated student, as defined in Education Code 42238.02, which includes a student who is eligible for free or reduced-price meals, who is classified as an English learner, or who is a foster youth. Since it is likely that most students experiencing homelessness would be eligible to receive free meals, and would therefore qualify as an unduplicated student, such students would most likely be exempt from transportation costs. See BP 3540 Transportation and BP/AR 3250 - Transportation Fees.

Any fees that the district charges for home-to-school transportation and other transportation as expressly provided by law shall be waived for students experiencing homelessness. (Education Code 39807.5)

CSBA NOTE: Education Code 48852.7 requires that the district provide transportation to a formerly homeless student with an IEP only if transportation is a necessary related service. Education Code 48852.7 does not supersede or exceed other laws governing special education services foreligible ~~homeless~~ students experiencing homelessness.

The following paragraph may be revised if the district chooses to provide transportation to other formerly homeless students attending their school of origin.

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they ~~cease to be homeless~~secure permanent housing, unless the formerly homeless student has an IEP that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

CSBA NOTE: The following section is for use by districts maintaining high schools. Education Code 51225.2, as amended by SB 532 (Ch. 918, Statutes of 2022), addresses the transferability of coursework and credits completed by a student experiencing homelessness, as provided below.

Education Code 51225.2, as amended by SB 532, requires the transferring school to include in the student's educational record a determination of days of enrollment and/or seat time and an official transcript with full and partial credits earned, or any measure of full or partial coursework being satisfactorily completed.

When a ~~homeless~~ student experiencing homelessness transfers into a district school, the district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the student and includes: (Education Code 51225.2)

1. A determination of the days of enrollment and/or seat time, if applicable, for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed

   Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course

2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned

3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two

business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school ~~and~~. (Education Code 51225.2)

CSBA NOTE: Pursuant to Education Code 51225.2, districts may not require a student who has completed an entire course to retake the course.

If the entire course was completed, the district shall not require the student to retake the course. (Education Code 51225.2)

If the ~~homeless student did not complete the~~ entire course was not completed at the previous school, the student shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course ~~that the student did not complete at the previous school~~. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a ~~homeless~~ student in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

CSBA NOTE: Although Education Code 51225.2 requires districts to award partial credits to ~~homeless~~ students who transfer from school to school, there is no uniform system for calculating and awarding partial credits. A recommendation for how to award partial credit is available in the "California Child Welfare Council's "Partial Credit Model Policy and Practice Recommendations"," and should be revised to reflect district practice.

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a ~~homeless~~ student experiencing homelessness from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

CSBA NOTE: The following section is for use by districts maintaining high schools. Also see BP 6146.1 - High School Graduation Requirements.

To obtain a high school diploma, a ~~homeless~~ student experiencing homelessness shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements established by the Governing Board.

However, when a ~~homeless~~ student experiencing homelessness who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, the student shall be exempted from all district-~~adopted~~established coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the ~~homeless~~ student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for the student, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies ~~for it~~. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, to determine whether a student with significant gaps in school attendance is in the third or fourth year of high school, the student's age as compared to the average age of students in the third or fourth year of high school may be used.

~~To determine whether a homeless~~ To determine whether a student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer ~~or~~, the length of ~~the student's~~ school enrollment, or, for a student with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, whichever qualifies the student for the exemption. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1, as amended by SB 532, requires the district to exempt a student who ~~is granted~~qualifies for an exemption ~~and~~from district-established graduation requirements, under the circumstances described below.

~~The Superintendent or designee shall notify any homeless~~ If a student experiencing homelessness was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the person holding the right to make educational decisions for the student may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. A student may request the exemption even if the student is no longer a student experiencing homelessness. **(Education Code 51225.1)**

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, the district is required to reevaluate a student's eligibility for an exemption from district-established graduation requirements, as described below.

When the Superintendent or designee determines that a student who transferred into a district school is reasonably able to complete district-established graduation requirements by the end of the student's fourth year of high school, the student shall not be exempted from those requirements. Within 30 calendar days of the following academic year, the student shall be reevaluated based on the student's course completion status at the time, to determine if the student continues to be reasonably able to complete the district-established graduation requirements in time to graduate by the end of the student's fourth year of high school. Written notice as to whether the student then qualifies for exemption shall be provided to the student, the person holding the right to make educational decisions for the student, and if applicable, to the student's social worker or probation officer. (Education Code 51225.1)

If, upon reevaluation, it is determined that the student experiencing homelessness is not reasonably able to complete the district-established graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Superintendent or designee shall provide the student with the option to receive an exemption from district-established graduation requirements or stay in school for a fifth year to complete the district-established graduation requirements upon agreement with the student, or if under 18 years of age, the person holding the right to make educational decisions for the student, and provide notifications in accordance with Education Code 51225.1. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, the district is required to consult with a student experiencing homelessness who is granted an exemption from district-established graduation requirements and the person holding the right to make educational decisions for the student, as described below.

When a student experiencing homelessness is exempted from district-established graduation requirements, the Superintendent or designee shall consult with the student and the person holding the right to make educational decisions for the student about the following: (Education Code 51225.1)

1. Discussion of how any requirements that are waived ~~will~~may affect the ~~student's~~ student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution

2. Discussion and ~~shall provide~~ information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges. ~~(Education Code 51225.1)~~

3. Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption

The district shall not require or request a ~~homeless~~ student experiencing homelessness to transfer schools in order to qualify for an exemption and ~~no request for a transfer solely to qualify for an exemption shall be~~ shall not grant any request made by a ~~homeless~~ student experiencing homelessness, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student.~~,~~ for a transfer solely to qualify for an exemption. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1 prohibits the district from requiring a ~~If a homeless~~ student who is ~~exempted~~eligible for an exemption from ~~local~~district-established graduation requirements from accepting the exemption or being denied enrollment, as described below.

The Superintendent or designee shall not require a student experiencing homelessness who is eligible for an exemption from district-established graduation requirements, and would otherwise be entitled to remain in attendance at the school, to accept the exemption or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether such courses are required for statewide graduation requirements. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1 prohibits the district from revoking a student's exemption from district-established graduation requirements.

If a student experiencing homelessness is exempted from district-established graduation requirements, the exemption shall not be revoked. Additionally, the exemption shall continue to apply after the student is no longer ~~homeless~~experiencing homelessness or if the student transfers to another school, including a charter school, or school district. ~~(Education Code 51225.1)~~

~~If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within the fifth year of high school, the Superintendent or designee shall:~~ (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, the district may not require or request a student who is exempted from district-established graduation requirements and completes statewide coursework requirements before the end of the student's fourth year of high school to graduate early, as described below.

The Superintendent or designee shall not require or request a student experiencing homelessness who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, if the district determines that a student who is eligible for the exemption from district-established graduation requirements is reasonably able to complete those requirements in time to graduate from high school by the end of the student's fifth year, the district is required to provide the following.

Upon making a finding that a student experiencing homelessness is reasonably able to complete district-established graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. ~~Inform~~ Consult with the student and, if under 18 years of age, the person holding the right to make educational decisions for the student, of the option ~~available to the student~~ to remain in school for a fifth year to complete the ~~district's~~district-established graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution

2. ~~Provide~~Consult with and provide information to the ~~homeless~~ student about transfer opportunities available through the California Community Colleges

3. Upon agreement with the ~~homeless~~ student or with the person holding the right to make educational decisions for the student if under 18 years of age, permit the student to stay in school for a fifth year to complete the ~~district's~~district-established graduation requirements

4. Consult with the student or with the person holding the right to make educational decisions for the student of the option to remain in the student's school of origin

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, until January 1, 2028, when a student experiencing homelessness who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, and is not reasonably able to complete the district-established graduation requirements, but

is reasonably able to complete the statewide coursework requirements, within the student's fifth year of high school, the district is required to exempt the student from the district-established graduation requirements and provide the student with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, consultation with the student and the person holding the right to make educational decisions for the student is required, as provided below.

When a student experiencing homelessness who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, and is not reasonably able to complete the district-established graduation requirements within the student's fifth year of high school but is reasonably able to complete the statewide coursework requirements within the fifth year of high school, the student shall be exempted from all district-established graduation requirements and be provided with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, the Superintendent or designee shall consult with the student and the person holding the right to make educational decisions for the student, regarding the following: (Education Code 51225.1)

1. The student's option to remain in school for a fifth year to complete statewide coursework requirements

2. The effect of waiving the district-established requirements and remaining in school for a fifth year on the student's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education

3. Other options available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges

4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements

Eligibility for Extracurricular Activities

CSBA NOTE: The following paragraph is required pursuant to Education Code 48850. See BP 6145 - Extracurricular and Cocurricular Activities for additional eligibility requirements.

A ~~homeless~~ student experiencing homelessness who enrolls in any district school shall have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, interscholastic sports administered by the California Interscholastic Federation. (Education Code 48850)

Notification, Complaints, and Posting Requirements

Information regarding the educational rights of ~~homeless~~ students experiencing homelessness, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

CSBA NOTE: Education Code 51225.1 and 51225.2 provide that complaints of noncompliance with specified requirements related to the educational rights of ~~homeless~~ students experiencing

homelessness may be filed in accordance with the uniform complaint procedures (UCP) specified in 5 CCR 4600-4670. As with other complaints covered under the UCP, a complainant may appeal the district's decision to CDE and, if the district or CDE finds any merit in the complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures.

Any complaint that the district has not complied with requirements regarding the education of ~~homeless~~ students experiencing homelessness, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

CSBA NOTE: Education Code 48852.6~~, as added by AB 27,~~ requires the district and each district school that maintains a web site to post on the district and school web sites information related to ~~homeless students'~~ the education of students experiencing homelessness, as specified in the following paragraphs.

The Superintendent or designee shall ensure that a list of the district's liaison(s) and the contact information for such liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to ~~persons~~students experiencing homelessness, are posted on the district's web site. (Education Code 48852.6)

Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.3	Homeless education program policies; liaison responsibilities
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.3	Monitoring for compliance with chapter

Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan

Federal	**Description**
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources	**Description**
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	~~2021-22~~ Federal Program Monitoring Instrument~~, May 2021~~
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020
National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services
Website	California State University
Website	University of California
Website	California Department of Education, Homeless Children and Youth Education
Website	National Center for Homeless Education at SERVE

Website	National Homelessness Law Center
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
Website	California Community Colleges
Website	California Interscholastic Federation
Website	California Child Welfare Council

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3541	Transportation Routes And Services
3550	Food Service/Child Nutrition Program

3550	Food Service/Child Nutrition Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4131	Staff Development
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4231	Staff Development
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E(1)	Release Of Directory Information
5125.2	Withholding Grades, Diploma Or Transcripts
5132	Dress And Grooming
5132	Dress And Grooming
5141.22	Infectious Diseases
5141.22	Infectious Diseases
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
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6120	Response To Instruction And Intervention
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students

6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
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
6190	Evaluation Of The Instructional Program

Regulation 6173: Education For Homeless Children

Status: ADOPTED

Original Adopted Date: 07/11/2019 | **Last Revised Date:** 06/09/2022 | **Last Reviewed Date:** 06/09/2022

Definitions

Homeless students means students who lack a fixed, regular, and adequate nighttime residence and includes: (Education Code 48859; 42 USC 11434a)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals

2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings

3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because they are living in conditions described in items #1-3 above

Unaccompanied youth includes a homeless child or youth not in the physical custody of a parent or guardian. (Education Code 48859; 42 USC 11434a)

School of origin means the school that the homeless student attended when permanently housed or the school in which the student was last enrolled, including a preschool. If the school the homeless student attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the student attended within the preceding 15 months and with which the student is connected, the district liaison for homeless students shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (Education Code 48852.7; 42 USC 11432)

Best interest means that, in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 42 USC 11432)

District Liaison

The Superintendent designates the following staff person as the district liaison for homeless students: (42 USC 11432)

_____
(title or position)
_____
(address)
_____
(email address)
_____
(phone number)

The district's liaison for homeless students shall: (Education Code 48851.5, 48852.5; 42 USC 11432)

1. Ensure that homeless students are identified by school personnel through outreach and coordination activities with other entities and agencies

2. Ensure that homeless students are enrolled in, and have a full and equal opportunity to succeed in, district schools

3. Ensure that homeless families and children and youth have access to and receive educational services for which they are eligible, including services through Head Start and Early Head Start programs, early intervention services under Part C of the federal Individuals with Disabilities Education Act, and other preschool programs administered by the district

4. Ensure that homeless families and students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services

5. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children

6. Disseminate public notice of the educational rights of homeless students in locations frequented by parents/guardians of homeless children and youth and by unaccompanied youth, including schools, shelters, public libraries, and hunger relief agencies (soup kitchens). The rights shall be presented in a manner and form understandable to the parents/guardians of homeless students and unaccompanied youth.

7. Mediate enrollment disputes in accordance with law and the section "Resolving Enrollment Disputes" below

8. Fully inform parents/guardians of homeless students and unaccompanied youth of all transportation services, including transportation to the school of origin, and assist them in accessing transportation to the school of choice

9. Ensure that school personnel providing services to homeless students, including principals and other school leaders, attendance supervisors, teachers, enrollment personnel, and specialized instructional support personnel, receive professional development and other support

10. Ensure that unaccompanied youth are enrolled in school, have opportunities to meet the same challenging state academic standards established for other students, and are informed of their status as independent students under 20 USC 1087vv and that they may receive assistance from the district liaison to receive verification of their independent student status for purposes of applying for federal student aid pursuant to 20 USC 1090

11. Coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students, including the collection and provision of comprehensive data to the state coordinator as required by law

In addition, when notified pursuant to Education Code 48918.1, the district liaison shall assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in the student's expulsion. When notified pursuant to Education Code 48915.5, the district liaison shall participate in an individualized education program (IEP) team meeting to make a manifestation determination regarding the behavior of a student with a disability.

The Superintendent or designee shall inform homeless children and youth, their parents/guardians, school personnel, service providers, and advocates working with homeless families of the duties of the district's liaison. The Superintendent or designee shall also provide the name and contact information of the district's liaison to the California Department of Education (CDE) for publishing on CDE's web site. (42 USC 11432)

Enrollment

The district shall make placement decisions for homeless students based on the student's best interest. (42 USC 11432)

In determining the best interest of the student, the district shall consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety, giving priority to the request of the student's parent/guardian or, in the case of an unaccompanied youth, the

youth. (42 USC 11432)

Such factors may include, but are not limited to, the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with the student's homeless parent/guardian or has been temporarily placed elsewhere. (42 USC 11432)

In the case of an unaccompanied youth, the district liaison shall assist in placement or enrollment decisions, give priority to the views of the student, and provide notice to the student of the right to appeal. (42 USC 11432)

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in the school of origin, unless the student's parent/guardian or the unaccompanied youth requests otherwise. (Education Code 48852.7; 42 USC 11432)

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if the student: (Education Code 48850, 48852.7; 42 USC 11432)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and records of immunization and other required health records
4. Has missed application or enrollment deadlines during any period of homelessness

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other required health records, the principal or designee shall immediately refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if the student is an unaccompanied youth, in obtaining the necessary immunizations, screenings, or records for the student. (42 USC 11432)

If the student is placed at a school other than the school of origin or the school requested by the student's parent/guardian or the student, if an unaccompanied youth, the Superintendent or designee shall provide the parent/guardian or the unaccompanied youth with a written explanation of the reasons for the decision, including why placement in the student's school of origin or requested school is not in the student's best interest, along with a statement regarding the right to appeal the placement decision. The written explanation shall be in a manner and form understandable to such parent/guardian or unaccompanied youth. (42 USC 11432)

At the point of any change or subsequent change in the residence of a homeless student, the student may continue attending the student's school of origin for the duration of the homelessness. (Education Code 48852.7; 42 USC 11432)

To ensure that the homeless student has the benefit of matriculating with the student's peers in accordance with the established feeder patterns, the following shall apply: (Education Code 48852.7; 42 USC 11432)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, the student shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that the student is no longer homeless, the student shall be allowed to stay in the school of origin: (Education Code 48852.7)

1. Through the duration of the school year if the student is in grades K-8

2. Through graduation if the student is in high school

Resolving Enrollment Disputes

If a dispute arises over student eligibility, school selection, or enrollment in a particular school, the matter shall be referred to the district liaison, who shall carry out the dispute resolution process as expeditiously as possible. (42 USC 11432)

The parent/guardian or unaccompanied youth shall be provided with a written explanation of any decisions related to eligibility, school selection, or enrollment and of the right of the parent/guardian or unaccompanied youth to appeal such decisions. (42 USC 11432)

The written explanation shall include:

1. A description of the action proposed or refused by the district

2. An explanation of why the action is proposed or refused

3. A description of any other options the district considered and the reasons that any other options were rejected

4. A description of any other factors relevant to the district's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources

5. Appropriate timelines to ensure any relevant deadlines are not missed

6. Contact information for the district liaison and state coordinator, and a brief description of those roles

The written explanation shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian or student can understand.

The district liaison may use an informal process as an alternative to formal dispute resolution procedures, provided that the parents/guardians or unaccompanied youth have access to the more formal process if informal resolution is not successful in resolving the matter.

In working with a student's parents/guardians or unaccompanied youth to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position

2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved

3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process

4. Provide them a copy of the dispute form they submit for their records

5. Provide them the outcome of the dispute for their records

When a student’s parent/guardian or an unaccompanied youth involved in the enrollment dispute is an English learner, Items #1-5 shall be provided either in the native language of the parent/guardian or unaccompanied youth or through an interpreter, and any additional support needed because of a disability of that parent/guardian or unaccompanied youth shall be made available without a charge.

If a parent/guardian or unaccompanied youth disagrees with the district liaison's enrollment decision, the decision may be appealed to the Superintendent. The Superintendent shall make a determination within five working days.

If the parent/guardian chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the liaison for homeless students at the county office of education.

Pending final resolution of the dispute, including all available appeals, the student shall be immediately enrolled in the school in which enrollment is sought and shall be allowed to attend classes and participate fully in school activities. (42 USC 11432, 11434a)

Transportation

The district shall provide transportation for a homeless student to and from the student's school of origin when the student is residing within the district and the parent/guardian, or the district liaison in the case of an unaccompanied youth, requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend the student's school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 USC 11432)

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an IEP that includes transportation as a necessary related service for the student. (Education Code 48852.7)

Transfer of Coursework and Credits

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school and shall not require the student to retake the course. (Education Code 51225.2)

If the homeless student did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that the student did not complete at the previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a homeless student shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements established by the Governing Board.

However, when a homeless student who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high

school by the end of the fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for the student, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (Education Code 51225.1)

To determine whether a homeless student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer or the length of the student's school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for the student how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (Education Code 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if the student transfers to another school, including a charter school, or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for the student, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the ability to gain admission to a postsecondary educational institution

2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges

3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for the student if under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall have access to extracurricular and enrichment activities that are available to all students in the school, including but not limited to, interscholastic sports administered by the California Interscholastic Federation. (Education Code 48850)

Notification, Complaints, and Posting Requirements

Information regarding the educational rights of homeless students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of homeless students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

The Superintendent or designee shall ensure that a list of the district's liaison(s) and the contact information for such

liaison(s), as well as specific information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district's web site. (Education Code 48852.6)

Each district school that has a web site shall also post the contact information for the district liaison and the name and contact information of any employee or other person under contract with the school who assists the district liaison in completing the liaison's duties pursuant to 42 USC 11432. (Education Code 48852.6)

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
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48851	Identification of homeless children and youths and unaccompanied youths; housing questionnaire
Ed. Code 48851.3	Homeless education program policies; liaison responsibilities
Ed. Code 48851.5	Local educational agency liaison for homeless children and youths
Ed. Code 48852.3	Monitoring for compliance with chapter
Ed. Code 48852.5	Notice of educational rights of homeless students
Ed. Code 48852.6	Information regarding homelessness
Ed. Code 48852.7	Education of homeless students; immediate enrollment
Ed. Code 48859	Definitions
Ed. Code 48915.5	Recommended expulsion; foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51225.1-51225.3	Graduation requirements
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan

Federal References	Description
20 USC 1087vv	Free Application for Federal Student Aid; definitions
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 6311	State plan
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12705	Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources References	Description
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations, September 2013
California Department of Education Publication	Federal Program Monitoring Instrument
California Department of Education Publication	Homeless Education Dispute Resolution Process, March 2020

National Center for Homeless Education Publication	Homeless Liaison Toolkit, 2020
U.S. Department of Education Guidance	Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California State University - https://simbli.eboardsolutions.com/SU/HWPZz3HziVpluslQvvt9lfVuA==
Website	University of California - https://simbli.eboardsolutions.com/SU/ePWe6bf8qWHxo5C46jpluswqw==
Website	California Department of Education, Homeless Children and Youth Education - https://simbli.eboardsolutions.com/SU/PJfdEy2JFWVslacXpluseoqlA==
Website	National Center for Homeless Education at SERVE - https://simbli.eboardsolutions.com/SU/bhykhozPF5JgwF1cDVEZhA==
Website	National Homelessness Law Center - https://simbli.eboardsolutions.com/SU/bfdbHwxWmqEm0vIuLG5daw==
Website	U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities - https://simbli.eboardsolutions.com/SU/hejIslsh9el7BC8rRkMVLthGg==
Website	California Community Colleges - https://simbli.eboardsolutions.com/SU/fu5WNHiEP7hJIaE4gwN73Q==
Website	California Interscholastic Federation - https://simbli.eboardsolutions.com/SU/QthhhDMKplusJ3akAI8GRP72g==
Website	California Child Welfare Council - https://simbli.eboardsolutions.com/SU/8BOlNMN9mtFkcAjmEbYOgA==

Cross References	**Description**
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
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==
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==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/IplusLgsyhyk4pluslY8bvslshMkeKQ==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/WXFSnzzyFkVsoiGYEzjMbg==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/4jRHUfaUfv4zxjwR1ydrpA==
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==
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==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==
4112.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4112.9-E PDF(4)	Employee Notifications - https://simbli.eboardsolutions.com/SU/RiY6sBOvtZjslshkGuVMKWdLQ==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Whi8UKXYLR1N5t2qid1APg==
4212.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/bKgNwdQAUULSpluscGFRsLmXQ==
4212.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zMD6tbaIzFplus6SLtFFoB3Hg==
4212.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/7bZTplus3Z98mODNKQSpyslshZ4w==

4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/VQbO5zeg9aWBJyflPAVADQ==
4312.9-E PDF(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/TN2PDxjjZhNlWdb1qB5MSA==
4312.9-E PDF(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/nEAdd6ffJchjaUXV7FgoEw==
4312.9-E PDF(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/RNaAVmS6ngJ9zPWtfa7jSQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5111	Admission - https://simbli.eboardsolutions.com/SU/GUaeicU7jgrM5znpNYGjqQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/xQb0iX5ZndNOtMmjybpA0A==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5113.11	Attendance Supervision - https://simbli.eboardsolutions.com/SU/tzzPLemplusoX4IGxKKyUBlpg==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/VplussOE8US1DVte1kbeN6K3Q==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yNQLcnMaslshCQerLAitMld6A==
5125.1-E PDF(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/UO2j3yqobJ6YRTuLeugtIA==
5125.2	Withholding Grades, Diploma Or Transcripts - https://simbli.eboardsolutions.com/SU/M4t47S8KUTzSplusIPyMLl2Aw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/SMxDWML4ovtTEl9NUdAMslshw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/XYeEB2XzTXue7AlhUlax4g==
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/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==
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==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/djb4slshsgbpszLlijYQcBTww==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/KQOplusjVe5z9q5dsDaNMna6w==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/aHXj1KbWKdGMYCTGHhoOvQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/uLigonpG5KlnPzfKy9UlPQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wlufamEAdcmeCnQqXP7A9Q==
6120	Response To Instruction And Intervention - https://simbli.eboardsolutions.com/SU/dEp4ldh5BcjpnZ6dDslshCGbw==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/plusvY1VMisWfdCKrDslshrWh8bQ==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/AmS1igTjx4X628bKgqW8Bw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmplSu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWIe0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
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==
6159.3	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==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/8SQdWu3IRoOhSBC6o4b3uA==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/JtQDlrkSo9aktbt4cbmG5g==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/9kuifz9ovp2U1ldnNuPhJg==
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==
6173.1	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==

Policy 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 03/01/2008 **| Last Revised Date:** ~~12~~03/01/~~2013~~2023 **| Last Reviewed Date:** ~~12~~03/01/~~2013~~2023

CSBA NOTE: Education Code 42238.02 and 42238.03 provide supplemental and concentration grants within the local control funding formula based on the number and concentration of unduplicated counts of students who are foster youth, who are English learners, ~~and/~~or who are eligible for free or reduced-price meals; see BP/AR 3100 - Budget. In addition, Education Code 52060-52077 require districts to develop a local control and accountability plan (LCAP) which must be aligned to specific state priorities and any additional local priorities, and which must contain annual goals for all students and for each "numerically significant" student subgroup and the specific actions to be taken to achieve each goal; see BP/AR 0460 - Local Control and Accountability Plan.

Education Code 48850-48859 (the AB 490 Educational Rights and Stability Act of 2003) create obligations for districts regarding the education of foster youth, including the right of foster youth to continue attending their school of origin and the requirement to ensure that foster youth have access to the same academic resources, services, and extracurricular and enrichment activities that are available to all students. See the accompanying administrative regulation.

While the requirements of the federal McKinney-Vento Homeless Assistance Act (42 USC 11431-11435) may apply to foster youth in certain situations, such as when they are living in emergency or transitional shelters (see BP/AR 6173 - Education for Homeless Children), Education Code 48850-48859 extend services to youth at any time when in foster care. The following policy may be revised to reflect district practice.

The Governing Board recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. ~~To enable such students to achieve state and district academic standards, the Superintendent or designee shall provide them with full access to the district's educational program and implement strategies identified as necessary for the improvement of the academic achievement of foster youth in the district's local control and accountability plan (LCAP).~~ that may be addressed with the provision of a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement.

The Superintendent or designee shall provide foster youth with full access to the district's educational program and implement strategies necessary for the improvement of the academic achievement of foster youth as identified in the district's local control and accountability plan (LCAP). The Superintendent or designee shall also develop strategies to build a foster youth's feeling of connectedness with school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

CSBA NOTE: Pursuant to Education Code 48850, placement determinations for foster youth ~~must~~are required to be made in accordance with the student's "best interest." In addition, Education Code 48853.5 requires each district to designate a staff person as a foster care liaison

to help ensure proper school placement ~~and~~, enrollment.~~,~~ and transfer. See the accompanying administrative regulation.

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and as specified in the accompanying administrative regulation. To that end, ~~he/she~~the Superintendent or designee shall designate a staff person as the district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training on the enrollment, placement, and transfer of foster youth and other related rights.

~~The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build a foster youth's feeling of connectedness with his/her school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.~~

CSBA NOTE: Education Code 48853.5 encourages districts to collaborate with other agencies to provide services to foster youth. The following optional paragraph should be modified to reflect district practice.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies and officials including, but not limited to, the county placing agency, social services, probation officers, and juvenile court officers. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

CSBA NOTE: Pursuant to Education Code 52060, each district is required to update the LCAP by July 1 each year. The following optional paragraph uses the LCAP review timeline and may be revised to reflect district practice.

At least annually and in accordance with the established timelines, the Superintendent or designee shall report to the Board on the outcomes for foster youth regarding the goals and specific actions identified in the LCAP, including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates. As necessary, evaluation data shall be used to determine and recommend revisions to the LCAP for improving or increasing services for foster youth.

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532 (Ch. 918, Statutes of 2022), districts are required to annually report to the California Department of Education regarding the number of foster youth who, for the prior school year, graduated with an exemption from the district-established graduation requirements that are in addition to statewide coursework requirements, as specified below.

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of foster youth graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code ~~32228-32228~~39807.5	~~Student safety and violence prevention~~Payment of transportation costs by parents/guardians; waiver for foster youth
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-~~42925~~42926	Foster children educational services
Ed. Code 48645-~~48646~~48647	Juvenile court schools
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48915.5	Recommended expulsion; ~~homeless student~~foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Definitions; directory information
Ed. Code 49069.5	Students in foster care; grades and credits
Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster ~~child's~~youth's education
H&S Code 120341	Foster youth; school placement and immunization records
H&S Code 1522.41	Training and certification of group home administrators
~~H&S Code 1529.2~~	~~Training of licensed foster parents~~
W&I Code 16000-16014	Foster care placement
W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel
W&I Code 361	Limitations on parental control

W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care; ward of court

Federal	**Description**
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 670-679b	Federal assistance for foster care programs

Management Resources	**Description**
Alliance for Children's Rights Publication	Foster Youth Education Toolkit, December 2016
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations
California Foster Youth Education Task Force Publication	California Foster Youth Education Law Fact Sheets, January 2021
Cities, Counties and Schools Partnership ~~Pub.~~Publication	Our Children: Emancipating Foster Youth, ~~A~~ Community Action Guide
CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication	Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016
Website	CSBA District and County Office of Education Legal Services
Website	Alliance for Children's Rights
Website	Foster Ed
Website	National Center for Youth Law
Website	California Department of Education, Foster Youth Services
Website	California Department of Social Services, Foster Youth Ombudsman Office
Website	California Foster Youth Education Task Force
Website	California Youth Connection
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	California Child Welfare Council

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3540	Transportation
3541	Transportation Routes And Services
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission

5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	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
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students

6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
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
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
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
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6179	Supplemental Instruction
6184	Continuation Education
6190	Evaluation Of The Instructional Program
9320	Meetings And Notices

Policy 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Reviewed Date:** 07/11/2019

The Board of Education recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and district academic standards, the Superintendent or designee shall provide them with full access to the district's educational program and implement strategies identified as necessary for the improvement of the academic achievement of foster youth in the district's local control and accountability plan (LCAP).

The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, he/she shall designate a staff person as the district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

The Superintendent or designee and district liaison shall ensure that all appropriate staff, including, but not limited to, each principal, school registrar, and attendance clerk, receive training on the enrollment, placement, and transfer of foster youth and other related rights.

The Board desires to provide foster youth with a safe, positive learning environment that is free from discrimination and harassment and that promotes students' self-esteem and academic achievement. The Superintendent or designee shall develop strategies to build a foster youth's feeling of connectedness with his/her school, including, but not limited to, strategies that promote positive discipline and conflict resolution, the development of resiliency and interpersonal skills, and the involvement of foster parents, group home administrators, and/or other caretakers in school programs and activities.

To address the needs of foster youth and help ensure the maximum utilization of available funds, the Superintendent or designee shall collaborate with local agencies and officials including, but not limited to, the county placing agency, social services, probation officers, and juvenile court officers. The Superintendent or designee shall explore the feasibility of entering into agreements with these groups to coordinate services and protect the rights of foster youth.

At least annually and in accordance with the established timelines, the Superintendent or designee shall report to the Board on the outcomes for foster youth regarding the goals and specific actions identified in the LCAP, including, but not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, and suspension/expulsion rates. As necessary, evaluation data shall be used to determine and recommend revisions to the LCAP for improving or increasing services for foster youth.

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 4600-4670	Uniform complaint procedures
Ed. Code 39807.5	Payment of transportation costs by parents/guardians; waiver for foster youth
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-42926	Foster children educational services
Ed. Code 48645-48647	Juvenile court schools
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48915.5	Recommended expulsion; foster youth with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Definitions; directory information
Ed. Code 49069.5	Students in foster care; grades and credits
Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements

Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster youth's education
H&S Code 120341	Foster youth; school placement and immunization records
H&S Code 1522.41	Training and certification of group home administrators
W&I Code 16000-16014	Foster care placement
W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel
W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care; ward of court

Federal References	**Description**
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 670-679b	Federal assistance for foster care programs

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Website	Alliance for Children's Rights - https://simbli.eboardsolutions.com/SU/AslshID5FbeFAQXuxyslshDHYfTg==
Website	Foster Ed - https://simbli.eboardsolutions.com/SU/36IC5WMizFGQ20OYRkL2Lw==
Website	National Center for Youth Law - https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlcphMslsh2yQ==
Website	California Department of Education, Foster Youth Services - https://simbli.eboardsolutions.com/SU/R0UWcbkrRcgV9asNslshPZxnQ==
Website	California Department of Social Services, Foster Youth Ombudsman Office - https://simbli.eboardsolutions.com/SU/L9RgolMbh4Z3K9vdKFUJ0A==

Website	California Foster Youth Education Task Force - https://simbli.eboardsolutions.com/SU/XrG7Kxmibs5cwWnsme2Pcg==
Website	California Youth Connection - https://simbli.eboardsolutions.com/SU/aT1cPCjxh5QKjXBbA1VSplusQ==
Website	Cities Counties and Schools Partnership - https://simbli.eboardsolutions.com/SU/vkMU6AgLdg2x1CfasX4n3w==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Child Welfare Council - https://simbli.eboardsolutions.com/SU/8BOINMN9mtFkcAjmEbYOgA==

Cross References	Description
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==
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/XjDeho0oEsWuE3Rb4Gh8qA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/b4VkmhrAe7UslshrcYDpa9Wrw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
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==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjlhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/IplusLgsyhyk4pluslY8bvslshMkeKQ==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/WXFSnzzyFkVsoiGYEzjMbg==

3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/4jRHUfaUfv4zxjwR1ydrpA==
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==
3540	Transportation - https://simbli.eboardsolutions.com/SU/ebnf7LeW4sfZ9RmsGLcDuw==
3540	Transportation - https://simbli.eboardsolutions.com/SU/i2XE6plusoAe0A5pE5TWHBaQA==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5111	Admission - https://simbli.eboardsolutions.com/SU/GUaeicU7jgrM5znpNYGjqQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/xQb0iX5ZndNOtMmjybpA0A==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5113.11	Attendance Supervision - https://simbli.eboardsolutions.com/SU/tzzPLemplusoX4IGxKKyUBlpg==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/3q2jiVsGBAXslsh9WmsN3Ri2A==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/x64w7bNWubnjpluscMr9yvhlA==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8kslbpS7OxQBTiX2Y03LGA==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/qxIKnSvFsbtuzP7KEplusPprg==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/UQ1O4LHoybrplusIXuDXP09uw==

5123	Promotion/Acceleration/Retention - https://simbli.eboardsolutions.com/SU/4vLD4sHEz3MzvvyoXs9mCg==
5123	Promotion/Acceleration/Retention - https://simbli.eboardsolutions.com/SU/alTJplusjBplusRT7mJuaeYderAQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5125.2	Withholding Grades, Diploma Or Transcripts - https://simbli.eboardsolutions.com/SU/M4t47S8KUTzSplusIPyMLI2Aw==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/O9dpMNxs57RsmdEMWPQ4slshw==
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5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/2fZOgaza7FWB0KouzttxEA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/eP7p7amj6UOAQB1iaTOjdw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/SMxDWML4ovtTEl9NUdAMslshw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/XYeEB2XzTXue7AlhUlax4g==
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/wzslshxB5PWuGpSLScMjslshssMQ==
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5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/2I6VGcQ4GcfNVkCB4PkdWQ==
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5141.32	Health Screening For School Entry - https://simbli.eboardsolutions.com/SU/nXFGAIcdg5TseX0vSC3nyw==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
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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==
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5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
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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/djb4slshsgbpszLlijYQcBTww==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/KQOplusjVe5z9q5dsDaNMna6w==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/aHXj1KbWKdGMYCTGHhoOvQ==
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6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWle0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
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==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==
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/pLPKyuXkTjHUVX0bMg6g1w==
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==
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==
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==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/I2YokBslshSxZvKHkFPYV8weA==

Regulation 6173.1: Education For Foster Youth **Status:** ADOPTED

Original Adopted Date: 12/01/2013 **| Last Revised Date:** ~~06~~03/01/~~2022~~2023 **| Last Reviewed Date:** ~~06~~03/01/~~2022~~2023

Definitions

CSBA NOTE: ~~Pursuant to~~ Education Code 42238.01 and 48853.5, as amended by AB ~~1055~~181 (Ch. ~~287~~52, Statutes of ~~2021),~~2022), define "foster youth~~" has the same meaning~~," as ~~the term is defined~~reflected in ~~Education Code 42238.01, as amended by AB 167 (Ch. 252, Statutes of 2021). See Items #4 and 5 below~~the following paragraph.

Foster youth, foster child, or student in foster care means any of the following: (Education Code 42238.01, 48853.5)

~~1.~~ 1. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 300, whether or not the child has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 319 or 361.

~~2.~~ A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, whether or not the child has been removed from the child's home

~~2.~~ 3. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 727, and is in foster care as defined by Welfare and Institutions Code 727.4(d~~).~~)

~~3.~~ 4. A nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01~~.~~

5. A child who has been removed from the youth's home pursuant to Welfare and Institutions Code 309

~~4.~~ 6. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the court's jurisdiction in accordance with the tribe's law

~~5.~~ 7. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400(p)

CSBA NOTE: In instances where the rights of the parent/guardian have been limited, the court may appoint an educational representative on a temporary or long-term basis to make educational decisions for the student.

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the foster youth was last enrolled, or if there is another school that the foster youth attended ~~within the preceding 15 months and~~ with

which the foster youth is connected and that the foster youth attended within the preceding 15 months, the district liaison ~~for foster youth shall determine~~, in ~~the best interests of the foster youth, which school shall be deemed the school of origin. This determination shall be made in~~ consultation with, and with the agreement of, the foster youth and the person holding the right to make educational decisions for the foster youth~~.~~ shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. (Education Code 48853.5)

CSBA NOTE: Education Code 48850 expresses the legislative intent that the "best interests" of a foster youth include educational stability as well as placement in the least restrictive educational ~~program~~setting necessary to achieve academic progress, as provided below.

In addition, pursuant to 20 USC 6311, determination of a student's "best interest" requires consideration of all factors relating to the student's best interest, including the appropriateness of the current educational setting and the proximity to the school in which the student is enrolled at the time of placement.

Best interests of a foster youth means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

District Liaison

CSBA NOTE: Pursuant to Education Code 48853.5, districts are required to designate a staff person as the educational liaison for foster youth. The person may be the same individual designated as the liaison for homeless students as required by 42 USC 11432; see AR 6173 - Education for Homeless Children. In addition, Education Code 48853.5 requires that, for districts operating a foster youth services program, the liaison be affiliated with that program. The duties of the liaison are as specified below.

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

_____
(position or title)
_____
(address)
_____
(phone number)
_____
(email)

The liaison for foster youth shall:

~~1.~~ 1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)

CSBA NOTE: Education Code 48645.5 requires districts to accept for credit full or partial coursework completed in a public school or nonpublic nonsectarian school or agency in addition to a juvenile court school; see the section below entitled "Transfer of Coursework and Credits."

~~2.~~ 2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

When a student in foster care is enrolling in a district school, the liaison shall contact, within two business days of the student's request for enrollment, the school last attended by the student to obtain~~, within two business days,~~ all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

CSBA NOTE: Pursuant to Education Code 48853.5, ~~48911, 48915.5, and 48918.1, the district liaison is required to invite or notify~~as amended by AB 740 (Ch. 400, Statutes of 2022), a foster ~~youth's~~ youth's educational rights holder, attorney, and ~~the appropriate official of the~~ county ~~child welfare agency in certain circumstances when~~ social worker have the same rights as a parent/guardian to receive a suspension notice, expulsion~~-~~ notice, manifestation determination notice, involuntary transfer notice, and other documents and related ~~proceedings are pending against the foster youth. For specific situations requiring such invitation or notice, see~~information. See AR 5144.1 - Suspension and Expulsion/Due Process, AR 5144.2 – Suspension/Expulsion (Students with Disabilities), and BP/AR 6184 – Continuation Education.

~~3.~~ 3. Notify a foster youth's educational rights holder, attorney, and ~~the representative of the appropriate~~ county ~~child welfare agency,~~social worker when ~~required by law for~~ a foster youth ~~who~~ is undergoing any expulsion or other disciplinary proceeding including a manifestation determination for a foster youth who is a student with a disability, prior to a change in the foster youth's placement. (Education Code 48853.5, 48911, 48915.5, 48918.1)

CSBA NOTE: Items #4-8 below are optional and should be modified to reflect district practice.

~~4.~~ 4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

~~5.~~ 5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services

~~6.~~ 6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

CSBA NOTE: Optional ~~item~~Item #7 establishes the responsibility of the district liaison to collaborate with other local agencies to coordinate services for foster youth.

Pursuant to Education Code 42920.5-42921 ~~establish~~, the Foster Youth Services Coordinating

Program ~~and provide~~provides funding for a county office of education or consortium of county offices of education to coordinate educational support for foster youth among the districts within their jurisdiction. As part of the program, such county offices must develop and implement a coordinating plan for purposes of establishing guiding principles and protocols to provide supports for foster care students. To the extent possible, such a plan must include, but is not limited to, a description of how the program will establish ongoing collaboration among local educational agencies, county child welfare agencies, and county probation departments to determine the proper educational placement of foster youth. In addition, pursuant to Education Code 42921, if a district annually certifies in writing that it is unable, using any other state, federal, local, or private funds, to provide tutoring, mentoring, and counseling for foster youth, it may enter into a temporary agreement with the foster youth services coordinating program to provide those services, if the program has established such services.

~~7.~~ 7. Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate instruction, counseling, tutoring, mentoring vocational training, and other related services for the district's foster youth

CSBA NOTE: The following optional item facilitates the annual update of the local control and accountability plan required pursuant to Education Code 52060; see BP/AR 0460 - Local Control and Accountability Plan.

~~8.~~ 8. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice.

The Superintendent or designee shall regularly monitor the liaison's caseload, as well as additional duties outside of the foster youth program, to ensure that adequate time and resources are provided to meet the needs of foster youth in the district.

Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

~~1.~~ 1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency~~.~~.

CSBA NOTE: Pursuant to Education Code 48853, a district is required to educate foster youth in the least restrictive environment necessary for their educational achievement. However, a district may be discharged from this obligation when the parent/guardian or other person holding the right to make educational decisions for the foster youth unilaterally decides to place the foster youth in another educational program and provides the district a written statement as specified in item #2 below.

~~2.~~ 2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interests of the student to be placed in another education program and submits a written statement to the district indicating that determination and an awareness of the following:

~~a.~~ a. The student has a right to attend a regular public school in the least restrictive environment.

~~b.~~ b. The alternate education program is a special education program, if applicable.

~~c.~~ c. The decision to unilaterally remove the student from the district school and to place the student in an alternate education program may not be financed by the district.

~~d.~~ d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

CSBA NOTE: Pursuant to Education Code 48853.5, the education of a foster youth may continue in the school of origin under the circumstances stated below. Elementary and high school districts should delete any ~~item~~Item (#3b or c) that is not applicable to the grade levels served by the district.

~~3.~~ 3. At the initial placement or any subsequent change in placement, the student exercises the right to continue in the school of origin, as defined above. In any such circumstance, the following shall apply:

~~a.~~ a. The student may continue in the school of origin for the duration of the court's jurisdiction.

~~b.~~ b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in the school of origin for the remainder of the school year.

~~c.~~ c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in the school of origin through graduation.

~~d.~~ d. If the student is transitioning between school grade levels, the student shall be allowed to continue in the district in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the established feeder patterns of school in the district. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the foster youth be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from the school of origin, the liaison shall provide the foster youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

CSBA NOTE: Pursuant to Education Code 48853.5, a district is required to immediately enroll any foster youth transferring into the district even when the foster youth has outstanding fees ~~or~~, fines, textbooks, or other moneys due to the last school attended or the district has not received the foster youth's academic ~~and~~or medical records, as listed in Items #1-3 below. However, pursuant to Health and Safety Code 120341, if a district does not receive a foster youth's immunization records prior to enrollment, the district must take steps, after the foster youth is enrolled, to obtain the immunization records or ensure that the foster youth is properly immunized. See BP/AR 5141.31 - Immunizations.

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the foster youth would be served by a transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth, regardless of whether the foster youth: (Education Code 48853.5)

~~1.~~ 1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

~~2.~~ 2. Does not have clothing normally required by the school, such as school uniforms

~~3.~~ 3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

CSBA NOTE: Education Code 48853 and 48853.5 specify that, if a dispute arises regarding school placement, then the district shall use an existing dispute resolution process available to any district student. The following paragraph should be modified to reflect district practice.

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, an appeal may be filed with the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the foster youth or the person holding the right to make educational decisions for the foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the foster youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Transportation

CSBA NOTE: Pursuant to Education Code 48853.5, a district may, but is not required to, provide transportation to enable a foster youth to attend a school or school district of origin, except when it is otherwise required by federal law or pursuant to the individualized education program of a student with a disability. In accordance with 20 USC 6312, districts are mandated to collaborate with the local child welfare agency to develop clear written procedures governing how transportation will be provided, arranged, and funded to enable foster youth to attend their school of origin, when it is in their best interest to do so. The local child welfare agency may reimburse the district for any additional costs of such transportation, or the district may agree to pay for or

share the costs with the child welfare agency. The following section may be revised to reflect the procedures established in collaboration with the child welfare agency, or such procedures may be incorporated into a memorandum of understanding or other document.

The Superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner to enable a foster youth to remain in the school of origin, for the duration of the time spent in foster care, when it is in the foster youth's best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312)

CSBA NOTE: Pursuant to Education Code 39807.5, as amended by AB 181, districts that provide home-to-school transportation and other transportation as expressly provided by law, and charge fees for such transportation, are required to waive transportation fees for foster youth. See BP 3250 – Transportation Fees and AR 3260 – Fees and Charges.

Any fees that the district charges for home-to-school transportation and other transportation as expressly provided by law shall be waived for foster youth. (Education Code 39807.5)

Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

~~1.~~ 1. A decision by a court or placement agency to change the student's placement, in which case the grades shall be calculated as of the date the student left school

~~2.~~ 2. A verified court appearance or related court-ordered activity

Transfer of Coursework and Credits

CSBA NOTE: The following section is for use by districts maintaining high schools. Education Code 51225.2, as amended by SB 532 (Ch. 918, Statutes of 2022), addresses the transferability of coursework and credits completed by foster youth, as provided below.

Education Code 51225.2, as amended by SB 532, requires the transferring school to include in the foster youth's educational record a determination of days of enrollment and/or seat time and an official transcript with full and partial credits and grades earned, or any measure of full or partial coursework being satisfactorily completed.

When a foster youth transfers into a district school, the district will receive an official transcript from the transferring school or district which reflects full and partial credits and grades earned by the foster youth and includes: (Education Code 51225.2)

1. A determination of the days of enrollment and/or seat time, if applicable for all full and partial credits earned based on any measure of full or partial coursework being satisfactorily completed

   Partial coursework satisfactorily completed includes any portion of an individual course, even if the student did not complete the entire course

2. Separate listings for credits and grades earned at each school and local educational agency so it is clear where credits and grades were earned

3. A complete record of the student's seat time, including both period attendance and days of enrollment

The district shall transfer the credits and grades from the transferring school's transcript onto an official district transcript in the same manner as described in Item #2, above. (Education Code 51225.2)

If the Principal or designee has knowledge that the transcript from the transferring school may not include certain credits or grades, the Principal or designee shall contact the prior school within two business days to request that the full or partial credits be issued, which shall then be issued and provided by the prior school within two business days of the request. (Education Code 51225.2)

The district shall accept and issue full or partial credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency ~~and~~. (Education Code 51225.2)

CSBA NOTE: Pursuant to Education Code 51225.2, districts are not authorized to require a foster youth who has completed an entire course to retake the course.

If the entire course was completed, the district shall not require the foster youth to retake the course. (Education Code 51225.2)

If the entire course was not completed at the previous school, the foster youth shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, the foster youth shall be enrolled in the same or equivalent course, if applicable, to enable the completion of the entire course. (Education Code 51225.2)

CSBA NOTE: Although Education Code 51225.2 requires districts to award partial credits to foster youth who transfer from school to school, there is no uniform system for calculating and awarding partial credits. To ensure consistency in the treatment of foster youth, the California Child Welfare Council (CCWC), in its, "Partial Credit Model Policy and Practice Recommendations," available on its web site, recommends the approach specified in the following optional paragraph, which may be revised to reflect district practice.

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

CSBA NOTE: The following section is for use by districts maintaining high schools. Also see BP 6146.1 - High School Graduation Requirements.

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

However, when a foster youth who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, the foster youth shall be exempted from all district-~~adopted~~established coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the foster youth's transfer, the Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for the foster youth, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, to determine whether a foster youth with significant gaps in school attendance is in the third or fourth year of high school, the student's age as compared to the average age of students in the third or fourth year of high school may be used.

To determine whether a foster youth is in the third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer ~~or~~, the length of school enrollment, or for a foster youth with significant gaps in school attendance, the foster youth's age as compared to the average age of students in the third or fourth year of high school, whichever qualifies the foster youth for the exemption. (Education Code 51225.1)

~~The Superintendent or designee shall notify any foster youth who is granted an exemption and~~

CSBA NOTE: Education Code 51225.1, as amended by SB 532, requires the district to exempt a foster youth who qualifies for an exemption from district-established graduation requirements, under the circumstances described below.

If a foster youth was not properly notified of an exemption, declined the exemption, or was not previously exempted, the foster youth or the person holding the right to make educational decisions for the foster youth may request the exemption and the Superintendent or designee shall exempt the foster youth within 30 days of the request. A student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, the district is required to reevaluate a foster youth's eligibility for an exemption from district-established graduation requirements, as described below.

When the Superintendent or designee determines that a foster youth who transferred into a district school is reasonably able to complete district-established graduation requirements by the end of the foster youth's fourth year of high school, the foster youth shall not be exempted from those requirements. Within 30 calendar days of the following academic year, the foster youth shall be reevaluated based on the foster youth's course completion status at the time, to determine if the student continues to be reasonably able to complete the district-established graduation

requirements in time to graduate by the end of the foster youth's fourth year of high school. Written notice as to whether the foster youth then qualifies for the exemption shall be provided to the foster youth, the person holding the right to make educational decisions for the foster youth, and if applicable, to the foster youth's social worker or probation officer. (Education Code 51225.1)

If, upon reevaluation, it is determined that the foster youth is not reasonably able to complete the district-established graduation requirements in time to graduate from high school by the end of the foster youth's fourth year of high school, the Superintendent or designee shall provide the foster youth with the option to receive an exemption from district-established graduation requirements or stay in school for a fifth year to complete the district-established graduation requirements upon agreement with the foster youth, or if under 18 years of age, the person holding the right to make educational decisions for the foster youth, and provide notifications in accordance with Education Code 51225.1. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, the district is required to consult with a foster youth who is granted an exemption from district-established graduation requirements and the person holding the right to make educational decisions for the foster youth, as described below.

When a foster youth is exempted from district-established graduation requirements, the Superintendent or designee shall consult with the foster youth and the person holding the right to make educational decisions for the foster youth about the following: (Education Code 512251.)

1. Discussion of how any requirements that are waived ~~will~~may affect the foster youth's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution

2. Discussion and ~~shall provide~~ information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges~~.~~ ~~(Education Code 51225.1)~~

   Consideration of the foster youth's academic data and any other information relevant to making an informed decision on whether to accept the exemption

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and shall not grant any request made by a foster youth or any person acting on behalf of a foster youth for a transfer solely to qualify the foster youth for an exemption. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1 prohibits the district from requiring a foster youth who is eligible for an exemption from district-established graduation requirements from accepting the exemption or being denied enrollment, as described below.

The Superintendent or designee shall not require a foster youth who is eligible for an exemption from district-established graduation requirements, and would otherwise be entitled to remain in attendance at the school, to accept the exemption or be denied enrollment in, or the ability to complete, courses for which the foster youth is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether such courses are required for statewide graduation requirements. (Education Code 51225.1)

CSBA NOTE: Education Code 51225.1 prohibits the district from revoking a foster youth's exemption from district-established graduation requirements.

If a foster youth is exempted from ~~local~~district-established graduation requirements the exemption shall not be revoked. Additionally, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while still enrolled in school or if the foster youth transfers to another school or school district. ~~(Education Code 51225.1)~~

~~Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)~~ (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, the district may not require or request a foster youth who is exempted from district-established graduation requirements and completes statewide coursework requirements before the end of the foster youth's fourth year or high school to graduate early, as described below.

The Superintendent or designee shall not require or request a foster youth who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the foster youth's fourth year of high school. (Education Code 51225.1)

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, if the district determines that a foster youth who is eligible for the exemption from district-established graduation requirements is reasonably able to complete those requirements in time to graduate from high school by the end of the foster youth's fifth year, the district is required to provide the following.

Upon making a finding that a foster youth is reasonably able to complete district-established graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

~~1.~~ 1. ~~Inform~~ Consult with the foster youth and the person holding the right to make educational decisions for the foster youth of the option to remain in school for a fifth year to complete the ~~district's~~district-established graduation requirements and how that will affect the foster youth's ability to gain admission to a postsecondary educational institution

~~2.~~ ~~Provide~~2. Consult with and provide information to the foster youth about transfer opportunities available through the California Community Colleges

~~3.~~ 3. Upon agreement with the foster youth or, if under 18 years of age, the person holding the right to make educational decisions for the foster youth, permit the foster youth to stay in school for a fifth year to complete the ~~district's~~district-established graduation requirements

~~4.~~ Consult with the foster youth and the person holding the right to make educational decisions for the foster youth of the option to remain in the foster youth's school of origin

CSBA NOTE: Pursuant to Education Code 51225.1, as amended by SB 532, until January 1, 2028, when a foster youth who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, and is not reasonably able to complete the district-established graduation requirements, but is reasonably able to complete the statewide coursework requirements within the foster youth's fifth year of

high school, the district is required to exempt the foster youth from the district-established graduation requirements and provide the foster youth with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, consultation with the foster youth and the person holding the right to make educational decisions for the foster youth is required, as provided below.

When a foster youth who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, and is not reasonably able to complete the district-established graduation requirements within the foster youth's fifth year of high school but is reasonably able to complete the statewide coursework requirements within the fifth year of high school, the foster youth shall be exempted from all district-established graduation requirements and provided with the option to remain in school for a fifth year to complete the statewide requirements. In such situations, the Superintendent or designee shall consult with the foster youth and the person holding the right to make educational decisions for the foster youth, regarding the following: (Education Code 51225.1)

1. The foster youth's option to remain in school for a fifth year to complete statewide coursework requirements

2. The effect of waiving the district-established requirements and remaining in school for a fifth year on the foster youth's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education

3. Other options available to the foster youth, including but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges

4. The foster youth's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements

Eligibility for Extracurricular Activities

CSBA NOTE: Education Code 48850 provides that, when a foster youth's residence changes pursuant to a court order or decision of a child welfare worker, the student shall be immediately deemed to meet all residency requirements for participation in extracurricular activities and interscholastic sports. For additional information about eligibility requirements, see BP 6145 - Extracurricular and Cocurricular Activities.

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

CSBA NOTE: Education Code 48853, 49069.5, 51225.1, and 51225.2 require that the district's annual uniform complaint procedures notification include specified information regarding the educational rights of foster youth. See AR 1312.3 - Uniform Complaint Procedures for further information regarding this notification. Pursuant to Education Code 48853.5 ~~requires~~, the California Department of Education (CDE), in consultation with the California Foster Youth Education Task Force, ~~to develop~~developed a standardized notice of the educational rights of foster youth ~~and to post that notice~~, available on ~~its~~CDE's web site.

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

CSBA NOTE: Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2 provide that complaints of noncompliance with specified requirements related to the education of foster youth may be filed in accordance with the uniform complaint procedures specified in 5 CCR 4600-4670. As with other complaints covered under the uniform complaint procedures, a complainant may appeal the district's decision to CDE and, if the district or CDE finds any merit in the complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures.

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

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

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 32228-32228.5	Student safety and violence prevention
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-42925	Foster children educational services
Ed. Code 48645-48646	Juvenile court schools
Ed. Code 48850-48859	Education of foster youth and homeless students
Ed. Code 48915.5	Recommended expulsion; homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Definitions; directory information
Ed. Code 49069.5	Students in foster care; grades and credits
Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements

Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster child's education
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H&S Code 1529.2	Training of licensed foster parents
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W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel
W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care; ward of court

Federal	**Description**
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
29 USC 794	Rehabilitation Act of 1973; Section 504
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 670-679b	Federal assistance for foster care programs

Management Resources	**Description**
Alliance for Children's Rights Publication	Foster Youth Education Toolkit, December 2016
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations
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CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication	Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016
Website	CSBA District and County Office of Education Legal Services
Website	Alliance for Children's Rights

Website	Foster Ed
Website	National Center for Youth Law
Website	California Department of Education, Foster Youth Services
Website	California Department of Social Services, Foster Youth Ombudsman Office
Website	California Foster Youth Education Task Force
Website	California Youth Connection
Website	Cities Counties and Schools Partnership
Website	CSBA
Website	California Child Welfare Council

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage

3540	Transportation
3541	Transportation Routes And Services
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5132	Dress And Grooming
5132	Dress And Grooming
5137	Positive School Climate

5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.26	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
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6146.1	High School Graduation Requirements
6146.3	Reciprocity Of Academic Credit

6146.3	Reciprocity Of Academic Credit
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
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
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
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
6174	Education For English Learners
6174	Education For English Learners
6177	Summer Learning Programs
6179	Supplemental Instruction
6190	Evaluation Of The Instructional Program
9320	Meetings And Notices

Regulation 6173.1: Education For Foster Youth

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 10/20/2022 **| Last Reviewed Date:** 10/20/2022

Definitions

Foster youth, foster child, or student in foster care means any of the following: (Education Code 42238.01, 48853.5)

1. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 300, whether or not the child has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 319 or 361.

2. A child who is the subject of a petition filed pursuant to Welfare and Institutions Code 602, has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 727, and is in foster care as defined by Welfare and Institutions Code 727.4(d).

3. A nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01.

4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the court's jurisdiction in accordance with the tribe's law

5. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the foster youth was last enrolled, or if there is another school that the foster youth attended within the preceding 15 months and with which the foster youth is connected, the district liaison for foster youth shall determine, in the best interests of the foster youth, which school shall be deemed the school of origin. This determination shall be made in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth. (Education Code 48853.5)

Best interests of a foster youth means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

District Liaison

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

_____
(position or title)

_____
(address)

_____
(phone number)

_____
(email)

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)

2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

   When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

3. Notify a foster youth's attorney and the representative of the appropriate county child welfare agency, when required by law for a foster youth who is undergoing any expulsion or other disciplinary proceeding including a manifestation determination for a foster youth who is a student with a disability, prior to a change in the foster youth's placement. (Education Code 48853.5, 48911, 48915.5, 48918.1)

4. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

5. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services

6. Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

7. Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate instruction, counseling, tutoring, mentoring vocational training, and other related services for the district's foster youth

8. Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

The Superintendent or designee shall regularly monitor the liaison's caseload, as well as additional duties outside of the foster youth program, to ensure that adequate time and resources are provided to meet the needs of foster youth in the district.

Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best interests of the student to be placed in another education program and submits a written statement to the district indicating that determination and an awareness of the following:

   a. The student has a right to attend a regular public school in the least restrictive environment.

   b. The alternate education program is a special education program, if applicable.

   c. The decision to unilaterally remove the student from the district school and to place the student in an alternate education program may not be financed by the district.

   d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

3. At the initial placement or any subsequent change in placement, the student exercises the right to continue in the school of origin, as defined above. In any such circumstance, the following shall apply:

    a. The student may continue in the school of origin for the duration of the court's jurisdiction.

    b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in the school of origin for the remainder of the school year.

    c. If the court's jurisdiction is terminated while the student is in high school, the student may continue in the school of origin through graduation.

    d. If the student is transitioning between school grade levels, the student shall be allowed to continue in the district in the same attendance area to provide the student the benefit of matriculating with the student's peers in accordance with the established feeder patterns of school in the district. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the foster youth be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from the school of origin, the liaison shall provide the foster youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5)

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the foster youth would be served by a transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth, regardless of whether the foster youth: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

2. Does not have clothing normally required by the school, such as school uniforms

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, an appeal may be filed with the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the foster youth or the person holding the right to make educational decisions for the foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the foster youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Transportation

The Superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner to enable a foster youth to remain in the school of origin, for the duration of the time spent in foster care, when it is in the foster youth's best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20

USC 6312)

Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the grades shall be calculated as of the date the student left school

2. A verified court appearance or related court-ordered activity

Transfer of Coursework and Credits

When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the entire course was not completed at the previous school, the foster youth shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, the foster youth shall be enrolled in the same or equivalent course, if applicable, to enable the completion of the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

However, when a foster youth who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, the foster youth shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the foster youth's transfer, the Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for the foster youth, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1)

To determine whether a foster youth is in the third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer or the length of school enrollment, whichever qualifies the foster youth for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any foster youth who is granted an exemption and the person holding the right to make educational decisions for the foster youth how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about

transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and shall not grant any request made by a foster youth or any person acting on behalf of a foster youth for a transfer solely to qualify the foster youth for an exemption. (Education Code 51225.1)

If a foster youth is exempted from local graduation requirements, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while still enrolled in school or if the foster youth transfers to another school or school district. (Education Code 51225.1)

Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the foster youth and the person holding the right to make educational decisions for the foster youth of the option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the foster youth's ability to gain admission to a postsecondary educational institution

2. Provide information to the foster youth about transfer opportunities available through the California Community Colleges

3. Upon agreement with the foster youth or, if under 18 years of age, the person holding the right to make educational decisions for the foster youth, permit the foster youth to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

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W&I Code 317	Appointment of legal counsel
W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care; ward of court

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42 USC 670-679b	Federal assistance for foster care programs

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Website	Alliance for Children's Rights - https://simbli.eboardsolutions.com/SU/AslshID5FbeFAQXuxyslshDHYfTg==
Website	Foster Ed - https://simbli.eboardsolutions.com/SU/36IC5WMizFGQ20OYRkL2Lw==

Website	National Center for Youth Law - https://simbli.eboardsolutions.com/SU/rWqbVi1x2WCuGlcphMslsh2yQ==
Website	California Department of Education, Foster Youth Services - https://simbli.eboardsolutions.com/SU/R0UWcbkrRcgV9asNslshPZxnQ==
Website	California Department of Social Services, Foster Youth Ombudsman Office - https://simbli.eboardsolutions.com/SU/L9RgolMbh4Z3K9vdKFUJ0A==
Website	California Foster Youth Education Task Force - https://simbli.eboardsolutions.com/SU/XrG7Kxmibs5cwWnsme2Pcg==
Website	California Youth Connection - https://simbli.eboardsolutions.com/SU/aT1cPCjxh5QKjXBbA1VSplusQ==
Website	Cities Counties and Schools Partnership - https://simbli.eboardsolutions.com/SU/vkMU6AgLdg2x1CfasX4n3w==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==
Website	California Child Welfare Council - https://simbli.eboardsolutions.com/SU/8BOlNMN9mtFkcAjmEbYOgA==

Cross References	**Description**
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==
0415	Equity - https://simbli.eboardsolutions.com/SU/3HcjCJkXOwFBX0NUyV6GWw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/XjDeho0oEsWuE3Rb4Gh8qA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/b4VkmhrAe7UslshrcYDpa9Wrw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/gzQHDiGfrXy1fMfuyU99plusA==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
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==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g==

3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/IplusLgsyhyk4pluslY8bvslshMkeKQ==
3250	Transportation Fees - https://simbli.eboardsolutions.com/SU/WXFSnzzyFkVsoiGYEzjMbg==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/4jRHUfaUfv4zxjwR1ydrpA==
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==
3540	Transportation - https://simbli.eboardsolutions.com/SU/ebnf7LeW4sfZ9RmsGLcDuw==
3540	Transportation - https://simbli.eboardsolutions.com/SU/i2XE6plusoAe0A5pE5TWHBaQA==
3541	Transportation Routes And Services - https://simbli.eboardsolutions.com/SU/7N9bBLdH2rplusLh3dBRI3O1g==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/YNNaCdv3slshzfElKecgex4Rw==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5111	Admission - https://simbli.eboardsolutions.com/SU/GUaeicU7jgrM5znpNYGjqQ==
5111	Admission - https://simbli.eboardsolutions.com/SU/xQb0iX5ZndNOtMmjybpA0A==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/1iOUp6c5HdLm7bq0FbPbCg==
5113.1	Chronic Absence And Truancy - https://simbli.eboardsolutions.com/SU/6rOSfwDcA9Fh4XEbKTxyrA==
5113.11	Attendance Supervision - https://simbli.eboardsolutions.com/SU/tzzPLemplusoX4IGxKKyUBlpg==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/3q2jiVsGBAXslsh9WmsN3Ri2A==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/x64w7bNWubnjpluscMr9yvhlA==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==

5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8ksIbpS7OxQBTiX2Y03LGA==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/qxIKnSvFsbtuzP7KEplusPprg==
5121	Grades/Evaluation Of Student Achievement - https://simbli.eboardsolutions.com/SU/UQ1O4LHoybrpluslXuDXP09uw==
5123	Promotion/Acceleration/Retention - https://simbli.eboardsolutions.com/SU/4vLD4sHEz3MzvvyoXs9mCg==
5123	Promotion/Acceleration/Retention - https://simbli.eboardsolutions.com/SU/alTJplusjBplusRT7mJuaeYderAQ==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA==
5125.2	Withholding Grades, Diploma Or Transcripts - https://simbli.eboardsolutions.com/SU/M4t47S8KUTzSplusIPyMLI2Aw==
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==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/2fZOgaza7FWB0KouzttxEA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/eP7p7amj6UOAQB1iaTOjdw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/SMxDWML4ovtTEl9NUdAMslshw==
5132	Dress And Grooming - https://simbli.eboardsolutions.com/SU/XYeEB2XzTXue7AlhUlax4g==
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==
5141.26	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==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==
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==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/gkWOz5MEY6BcHX7a996IAQ==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/MfyKHSPWgTOMUMcbEnYL4w==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/djb4slshsgbpszLlijYQcBTww==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/KQOplusjVe5z9q5dsDaNMna6w==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/aHXj1KbWKdGMYCTGHhoOvQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/uLigonpG5KlnPzfKy9UlPQ==
6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/PKZCznPK5uVYh2rtuZWrQQ==
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==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWIe0X1X9aYsrxDA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
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==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/TmZ3V9hBhQTlZzpfmXIKEg==
6162.51	State Academic Achievement Tests - https://simbli.eboardsolutions.com/SU/evlgoJdiV3OVQakeqroGOQ==
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/pLPKyuXkTjHUVX0bMg6g1w==
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==
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==
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/CE1yeUeHtTBGZocGRqlslshnQ==
6190	Evaluation Of The Instructional Program - https://simbli.eboardsolutions.com/SU/SsYiNF0LslshseiRm7GRp9z9g==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/I2YokBslshSxZvKHkFPYV8weA==

Regulation 6115: Ceremonies And Observances

Status: ADOPTED

Original Adopted Date: 11/01/1999 **| Last Revised Date:** ~~05~~03/01/~~2020~~2023 **| Last Reviewed Date:** ~~05~~03/01/~~2020~~2023

Holidays

CSBA NOTE: The following list may be expanded to reflect district practice. Education Code 37220 specifies holidays on which public schools must be closed~~,~~ and allows the Governing Board to designate any other day as a holiday. See the accompanying Board policy. Education Code 37220, as amended by AB 1655 (Ch. 753, Statutes of 2022), incorporates June 19, "Juneteenth National Independence Day," to this list by way of presidential appointment. In addition, Education Code 37220 provides that the Board, by adoption of a resolution, may revise the date upon which district schools close in observance of any of these holidays except Veterans Day, which must be celebrated on its actual date.

Education Code 37220.5 and 37220.7, as amended by AB 1801 (Ch. 761, Statutes of 2022), authorize the closing of school on March 31 in observance of Cesar Chavez Day, on April 24 in observance of Genocide Remembrance Day, and/or on the fourth Friday in September for Native American Day, provided that the Board agrees to do so in a memorandum of understanding reached with employee bargaining units pursuant to Government Code 3540-3549.3. If the district has such an agreement, the holiday(s) should be added to the following list.

~~Education Code 37220 provides that a district may, if it so chooses, allow community groups to use school facilities on those dates when the school is closed for a holiday. See BP/AR 1330 - Use of School Facilities.~~

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King, Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth National Independence Day– June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

CSBA NOTE: Pursuant to Education Code 37220, as amended by AB 1655, districts are not required to close on Columbus Day, the second Monday in October. Governing Boards may designate Columbus Day as a holiday in which schools shall close.

In addition, schools shall be closed on ~~any~~: (Education Code 37220)

1. Any day ~~designated~~appointed by the Governor as a holiday or ~~President for a holiday, any~~as a special or limited holiday on which the Governor provides that ~~the~~ schools shall close~~, and any~~

2. Any day appointed by the President as a holiday, including by executive order or by signing into law legislation that creates a nationwide federal holiday

3. Any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations~~. (Education Code 37220)~~

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occurs under federal law on a date different from that indicated above, the Governing Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

CSBA NOTE: The following section lists special days that schools are required by state and/or federal law to observe with suitable commemorative exercises.

In addition to commemorative exercises that are required by law, Education Code ~~37222-37222.20 and 51009~~37220.7, as amended by AB 1801, and 51109, as well as various legislative resolutions, have designated other days of special significance on which schools are encouraged, but not required, to conduct appropriate commemorative exercises, including, but not limited to: (1) School Board Recognition Month in January; (2) Ed Roberts Day on January 23; (3) Fred Korematsu Day of Civil Liberties and the Constitution on January 30; (4) Ronald Reagan Day on February 6; (5) Lunar New Year on the date corresponding with the second new moon following the winter solstice, or the third new moon following the winter solstice if an intercalary month intervenes; (6) Week of the School Administrator on the first full week of March; (7) California Agriculture Day on the first day of spring each year; (8) Welcome Home Vietnam Veterans Day on March 30; (9) Cesar Chavez on March 31; (10) California Poppy Day on April 6; (11) Dolores Huerta Day on April 10; (12) John Muir Day on April 21; (13) Genocide Remembrance Day on April 24; (14) Labor History Month in May; (~~14~~15) the Day of the Teacher on the second Wednesday in May; (~~15~~16) Harvey Milk Day on May 22; (~~16~~17) September 11th Remembrance Day on September 11; (18) Native American Day on the fourth Friday in September; (~~17~~19) Larry

Itliong Day on October 25; and (~~18~~20) Bill of Rights Day on December 15. The California Department of Education's web site includes a calendar of events listing other days for which special recognition is encouraged. The list below may be modified to include any optional days of special significance so designated by the Board.

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460)

~~U.S. Constitution and Citizenship Day - On or near September 17~~

~~Dr.~~Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Classified Employee Week - Third week in May

U.S. Constitution and Citizenship Day - On or near September 17

Commemorative exercises shall be integrated into the regular educational program to the extent feasible.

Patriotic Exercises

CSBA NOTE: Education Code 52720 requires all schools to conduct patriotic exercises daily. Pursuant to Education Code 52720 and 52730, this requirement may be satisfied by reciting the Pledge of Allegiance and/or through the instruction described below.

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

CSBA NOTE: The following paragraph is for use by districts maintaining elementary schools.

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

CSBA NOTE: The following paragraph is for use by districts maintaining secondary schools. Education Code 52720 mandates that the Board adopt regulations pertaining to the conduct of

patriotic exercises in secondary schools. The following paragraph should be revised to reflect district practice.

At secondary schools, such exercises shall be conducted during the homeroom period.

CSBA NOTE: In *Newdow v. Rio Linda Union School District*, the Ninth Circuit Court of Appeals upheld a school policy permitting teacher-led recitation of the Pledge of Allegiance pursuant to Education Code 52720 where students were permitted by policy to decline participation for personal reasons. In *West Virginia State Board of Education et al. v. Barnette et al.*, the court held that individuals may not be compelled to salute the flag or to stand during the salute.

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

~~1.~~ 1. For 30 days from the death of the President or a former President

~~2.~~ 2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives

~~3.~~ 3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state

~~4.~~ 4. On the day of death and the following day for a Member of Congress

~~5.~~ 5. On Memorial Day, until noon only

~~6.~~ 6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day

~~7.~~ 7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state

who has died while serving on active duty

~~8.~~ 8. On other occasions by order of the President and in accordance with presidential instructions or orders

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

State	**Description**
Ed. Code 37220-37222.~~20~~21	Holidays and commemorative events
Ed. Code 44015.1	Week of the School Administrator
Ed. Code 45203	Paid holidays
Ed. Code 45460	Classified School Employee Week
Ed. Code 52720-52730	Patriotic exercises and instruction
Gov. Code 3540-3549.3	Public education employer-employee relations
Gov. Code 430-439	Display of flags
Federal	**Description**
~~36 USC 106~~	~~Note Educational program on the U.S. Constitution~~
36 USC 106	Constitution Day and Citizenship Day
4 USC 6	Time and occasion for display of flag
4 USC 7	Position and manner of display of flag
Management Resources	**Description**
Court Decision	Newdow v. Rio Linda Union School District~~,~~ ~~597 F.3d 1007, 1012~~ (9th Cir. 2010) 597 F.3d 1007
Court Decision	West Virginia State Board of Education et al. v. Barnette et al~~,~~. (1943) 319 U.S. 624
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, History/Social Science Instructional Materials
Website	CSBA

Cross References

Code	Description
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
4156.2	Awards And Recognition
4256.2	Awards And Recognition
4356.2	Awards And Recognition
6111	School Calendar
6117	Year-Round Schedules
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.94	History-Social Science Instruction
6144	Controversial Issues
6145.8	Assemblies And Special Events

Regulation 6115: Ceremonies And Observances

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 10/15/2020 **| Last Reviewed Date:** 10/15/2020

Holidays

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day - January 1

Dr. Martin Luther King Jr. Day - Third Monday in January or the Monday or Friday of the week in which January 15 occurs

Lincoln Day - The Monday or Friday of the week in which February 12 occurs

Washington Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - The Thursday in November designated by the President

Christmas Day - December 25

In addition, schools shall be closed on any day designated by the Governor or President for a holiday, any special or limited holiday on which the Governor provides that the schools shall close, and any other day designated as a holiday by the Governing Board and/or negotiated with employee organizations. (Education Code 37220)

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occurs under federal law on a date different from that indicated above, the Governing Board may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

Commemorative Exercises

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460)

U.S. Constitution and Citizenship Day - On or near September 17

Dr. Martin Luther King, Jr. Day - The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday - The school day before the day schools are closed for this holiday

Susan B. Anthony Day - February 15

George Washington's Birthday - The Friday preceding the third Monday in February

Black American Day - March 5

Conservation, Bird, and Arbor Day - March 7

Classified Employee Week - Third week in May

Commemorative exercises shall be integrated into the regular educational program to the extent feasible.

Patriotic Exercises

Each school shall conduct patriotic exercises daily, which may include the Pledge of Allegiance to the Flag of the United States and/or instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

At secondary schools, such exercises shall be conducted during the homeroom period.

A student may choose not to participate in the flag salute or Pledge of Allegiance for personal reasons.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

1. For 30 days from the death of the President or a former President
2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
4. On the day of death and the following day for a Member of Congress
5. On Memorial Day, until noon only
6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces from the state who has died while serving on active duty
8. On other occasions by order of the President and in accordance with presidential instructions or orders

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

State References	Description
Ed. Code 37220-37222.21	Holidays and commemorative events
Ed. Code 44015.1	Week of the School Administrator

Ed. Code 45203	Paid holidays
Ed. Code 45460	Classified School Employee Week
Ed. Code 52720-52730	Patriotic exercises and instruction
Gov. Code 3540-3549.3	Public education employer-employee relations
Gov. Code 430-439	Display of flags

Federal References	**Description**
36 USC 106	Constitution Day and Citizenship Day
4 USC 6	Time and occasion for display of flag
4 USC 7	Position and manner of display of flag

Management Resources References	**Description**
Court Decision	Newdow v. Rio Linda Union School District (9th Cir. 2010) 597 F.3d 1007
Court Decision	West Virginia State Board of Education et al. v. Barnette et al. (1943) 319 U.S. 624
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	California Department of Education, History/Social Science Instructional Materials - https://simbli.eboardsolutions.com/SU/mmKB0bZ6paV8oCNRgx6UVw==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	**Description**
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/IsP74bct6ZWIEplusMslshUslshDk0g==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/9uDcSKI7uugETmCykVahHQ==
1330-E PDF(1)	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/CNUwUvT05G0aH7gGIK9dqA==
4156.2	Awards And Recognition - https://simbli.eboardsolutions.com/SU/Mkj25xudxogaDvyFhwOeJg==
4256.2	Awards And Recognition - https://simbli.eboardsolutions.com/SU/gteDEslshTQ6cPxplusBCL3pXKJA==
4356.2	Awards And Recognition - https://simbli.eboardsolutions.com/SU/Hnjplusdi4SMVLqqhzvvljXzw==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/0MJbneZ9evhK0ureJoYKWA==
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==
6142.94	History-Social Science Instruction - https://simbli.eboardsolutions.com/SU/xhknp1IXRU0NUSvhv7ZgWg==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/uaAajN6Z56Qj1UjTdtDmeg==

6145.8 Assemblies And Special Events - https://simbli.eboardsolutions.com/SU/U6lw6H1o83WmTwxhTnHdlw==

Policy 6177: Summer Learning Programs

Status: ADOPTED

Original Adopted Date: 04/01/2013 **| Last Revised Date:** ~~12~~3/01/~~2015~~2023 **| Last Reviewed Date:** ~~12~~3/01/~~2015~~2023

CSBA NOTE: Education Code 46120, as amended by AB 181 (Ch. 52, Statutes of 2022) and AB 185 (Ch. 571, Statutes of 2022), provides for the Expanded Learning Opportunities (ELO) Program, which includes expanded learning opportunities beyond the regular school day, including summer, vacation, and/or intersessional programs for students in grades transitional kindergarten (TK)-6.

Pursuant to Education Code 46120, on non-school days, intersessional programs of specified lengths of time must include in-person before or after school programs as described in BP/AR 5148.2 – Before/After School Programs.

A district may not opt out of an ELO program; however, student participation in an ELO program is optional. For additional requirements about ELO programs see BP/AR 5148.2 – Before/After School Programs.

The following optional policy may be revised to reflect district practice.

The Governing Board recognizes that an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide opportunities during the summer for students to practice essential skills ~~and~~, make academic progress, and develop social, emotional, and physical needs and interests through hands-on engaging learning experiences.

CSBA NOTE: Education Code 52060-52077, as added by AB 97 (Ch. 47, Statutes of 2013), require districts to develop a local control and accountability plan (LCAP) which includes goals aligned with state and local priorities, specific actions aligned to meet those goals, and a budget aligned to fund those specific actions; see BP/AR 0460 - Local Control and Accountability Plan. The purposes and content of the district's summer programs should be aligned with the priorities and goals as outlined in the LCAP and other applicable district and school plans.

Summer programs offered by the district shall be aligned with the district's local control and accountability plan (LCAP), other applicable district and school plans, and the educational program provided during the school year. When feasible, summer programs shall blend high-quality academic instruction in core curricular and/or elective subjects with recreation, nutrition programs, social and emotional development, and support services that encourage attendance, student engagement in learning, and student wellness.

Summer School

CSBA NOTE: Summer school programs may be funded through a variety of sources that include, but are not limited to, Title I funding (20 USC 6311-6322), After School Education and Safety Program supplemental funds (Education Code 8482-8484.6), ~~and~~ 21st Century Community

Learning Center supplemental funds (Education Code 8484.7-8484.9; 20 USC 7171-7176~~).~~), and ELO programs (Education Code 46120); see BP/AR 5148.2 – Before/After School Programs.

Pursuant to Education Code 46120, as amended by AB 181 and AB 185, ELO programs must include at least nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, inclusive of extended school year days provided pursuant Education Code 56345.

In addition, Education Code 54444.3 requires agencies receiving Title I Migrant Education funding to conduct summer school for eligible migrant students in grades K-12; see BP/AR 6175 - Migrant Education Program.

Option 1 is for districts that are not required to offer summer school. Option 2 is for districts that are required to offer ELO programs on at least 30 non-school days pursuant to Education Code 46120.

OPTION 1 (District is not required to offer summer school)

The Superintendent or designee, with Board approval, may establish summer school day and/or evening classes.

OPTION 1 ENDS HERE

OPTION 2 (District is required to offer summer school pursuant to Education Code 46120)

The Superintendent or designee shall establish summer school classes pursuant to Education Code 46120.

OPTION 2 ENDS HERE

The district's summer school program may be used to provide supplemental instruction to students needing remediation and/or enrichment in core academic subjects.

CSBA NOTE: The following optional list establishes enrollment priorities for the provision of summer school instruction and may be revised to reflect district practice. Item #1 should be deleted by districts that do not maintain high schools.

As appropriate, priority for enrollment in summer school programs shall be given to district students who:

1. Need course credits in order to graduate from high school before the beginning of the next school year

2. Have been retained or are at risk of being retained at their grade level.

~~1.~~3. Demonstrate academic deficiencies in core curriculum areas

CSBA NOTE: Optional ~~item~~Item #4 establishes priority for summer school enrollment to at-risk student groups identified in the district's LCAP. Pursuant to Education Code 52060, the LCAP must include annual goals to be achieved for all students and for each numerically significant subgroup as defined in Education Code 52052. Pursuant to Education Code 52052, ~~as amended by AB 104 (Ch. 13, Statutes of 2015),~~ numerically significant subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and ~~homeless~~ students experiencing homelessness if there are at least 30 students in the subgroup (or at least 15 foster youth or ~~homeless~~ students experiencing homelessness) in the school or district. For schools or districts with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction with approval by the State Board of Education.

~~3.~~4. Are in targeted student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program

CSBA NOTE: For the 2022-23 school year, districts receiving ELO funds are required to offer access to ELO programs to all unduplicated students in grades TK-6 and to provide access to such programs to at least 50 percent of enrolled unduplicated students.

Commencing with the 2023-24 school year, districts with a prior fiscal year local control funding formula (LCFF) unduplicated pupil percentage (UPP) of at least 75 percent are required to offer access to ELO programs to all classroom-based students in grades TK-6 inclusive, and to ensure that access is provided to any student whose parent/guardian requests placement in an ELO program. Districts with a prior fiscal year LCFF UPP of less than 75 percent are required to offer access to ELO programs to all unduplicated students in grades TK-6, inclusive, and ensure that access is provided to any unduplicated student whose parent/guardian requests placement in an ELO program.

5. Are in grades transitional kindergarten (TK)-6 and are required to be offered or provided access to Expanded Learning Opportunities Programs pursuant to Education Code 46120 and BP/AR 5184.2 – Before/After School Programs

CSBA NOTE: Option 1 below is for districts that permit remaining students to enroll in summer school on a first-come first-served basis. Option 2 is for districts that utilize a lottery to select remaining students to enroll in summer school.

OPTION 1: (First-come first-served)

The remaining openings shall be offered to other district students on a first-come first-served basis.

OPTION 1 ENDS HERE

OPTION 2: (Lottery)

The remaining openings shall be offered to other district students on a lottery basis.

OPTION 2 ENDS HERE

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

Because summer courses cover extensive instructional content in a relatively short time period, students who have more than three excused absences or one unexcused absence may not receive credit for summer session class(es) unless they make-up missed work in accordance with law, Board policy, and administrative regulation.

CSBA NOTE: State funding is not available for transportation to summer school. To accommodate students and parents/guardians who need to provide their own transportation, some districts rotate the sites at which summer sessions are offered, as provided in the following optional paragraph.

Sites for summer school programs may be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area, and to accommodate the maintenance needs of district schools.

CSBA NOTE: The following optional paragraph should be revised to reflect indicators for program evaluation that have been agreed upon by the Board and Superintendent, as well as a timeline for reports to the Board.

The Superintendent or designee shall annually report to the Board on summer school enrollment in the current year and previous year for the program as a whole and disaggregated by grade level, school that the students attend during the regular school year, and student population. In addition, ~~he/she~~the Superintendent or designee may report on the extent to which students successfully achieved the outcomes established for the program.

Additional Summer Learning Opportunities

CSBA NOTE: The following optional section may be revised to reflect district practice and may be adapted for use during intercessions other than summer break. For further information about summer learning opportunities, see BP/AR 5148.2 – Before/After School Programs and CSBA's Summer Learning and Wellness Resource Guide.

Districts are prohibited from charging a fee for summer school programs. However, it is permissible for third parties that offer a summer school program to charge a fee for such program. CDE's, "Fiscal Management Advisory 22-01, Summer School, Third Parties, and Tuition Fees," provides that if a third party that is affiliated with a district charges tuition for a summer program, the district should make an individualized inquiry as to the relationship between the district and the third party to determine whether the educational activities are being offered by the district. In making this determination, districts may consider factors listed in Fiscal Management Advisory 22-01. Districts with questions as to whether a fee may be charged for summer school should consult CSBA's District and County Office of Education Legal Services or district legal counsel. See also BP/AR 3260 – Fees and Charges.

The Superintendent or designee may collaborate with parents/guardians, city and county agencies, community organizations, child care providers, and/or other interested persons to develop, implement, and build awareness of organized activities that support summer learning.

Strategies to support summer learning may include, but are not limited to:

1. Providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations

2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity

3. Collaborating with workforce development agencies, businesses, and community organizations to provide summer job training opportunities that include an academic component

4. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals

5. Assigning summer vacation homework in core curricular subject(s) for extra credit

6. Conducting occasional, interactive "fun days" during the summer to provide activities related to art, music, science, technology, mathematics, environmental science, multicultural education, debate, or other subject

7. Arranging opportunities for community service

Policy Reference UPDATE Service
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Policy Reference Disclaimer:
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State	Description
5 CCR 11470-11472	Summer school
5 CCR 3043	Extended school year; special education students
~~Ed. Code 37252-37254.1~~	~~Supplemental instruction~~
Ed. Code 39837	Transportation to summer employment program
~~Ed. Code 41505-41508~~	~~Pupil Retention Block Grant~~
~~Ed. Code 41976.5~~	~~Summer school programs; substantially disabled persons or graduating high school seniors~~
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 46120	Expanded Learning Opportunities
Ed. Code 48070-48070.5	Promotion and retention
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12

Ed. Code 51730-51732	~~Powers of governing boards (authorization for elementary summer school classes); admissions of adults and minors~~Elementary school special day and evening classes; summer school
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 54444.3	Summer program for migrant students
Ed. Code 56345	Individualized education program contents
Ed. Code 58700-58702	Credit towards summer school apportionments for tutoring and homework assistance
Ed. Code 58806	Summer school apportionments
Ed. Code 8482-8484.6	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers
Federal	**Description**
20 USC 6311-6322	Improving basic programs for disadvantaged students
20 USC 7171-7176	21st Century Community Learning Centers
Management Resources	**Description**
CSBA Publication	School's Out, Now What? How Summer Programs Are Improving Student Learning and Wellness, Policy Brief, April 2013
CSBA Publication	Summer Learning and Wellness Resource Guide
California Department of Education Publication	Summer School, Third Parties, and Tuition Fees, Fiscal Management Advisory 22-01, September 2022
National Summer Learning Association Publication	New Vision for Summer School, 2010
National Summer Learning Association Publication	Healthy Summers for Kids: Turning Risk into Opportunity, May 2012
Rand Corporation Publication	Making Summer Count: How Summer Programs Can Boost Children's Learning, 2011
Website	CSBA District and County Office of Education Legal Services
Website	National Summer Learning Association
Website	RAND Corporation
Website	Summer Matters
Website	Partnership for Children and Youth
Website	California Department of Education

Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1330.1	Joint Use Agreements
1400	Relations Between Other Governmental Agencies And The Schools
1700	Relations Between Private Industry And The Schools
3260	Fees And Charges
3260	Fees And Charges
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
5030	Student Wellness
5113	Absences And Excuses
5113	Absences And Excuses
5113.2	Work Permits
5113.2	Work Permits
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5141.6	School Health Services
5141.6	School Health Services
5147	Dropout Prevention
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6000	Concepts And Roles
6011	Academic Standards
6020	Parent Involvement

6020	Parent Involvement
6111	School Calendar
6142.4	Service Learning/Community Service Classes
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.91	Reading/Language Arts Instruction
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6154	Homework/Makeup Work
6159	Individualized Education Program
6159	Individualized Education Program
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6179	Supplemental Instruction

Policy 6177: Summary Learning Programs

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Reviewed Date:** 07/11/2019

The Board of Education recognizes that an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide opportunities during the summer for students to practice essential skills and make academic progress.

Summer programs offered by the district shall be aligned with the district's local control and accountability plan (LCAP), other applicable district and school plans, and the educational program provided during the school year. When feasible, summer programs shall blend high-quality academic instruction in core curricular and/or elective subjects with recreation, nutrition programs, social and emotional development, and support services that encourage attendance, student engagement in learning, and student wellness.

Summer School

The Superintendent or designee, with Board approval, may establish summer school day classes.

The district's summer school program may be used to provide supplemental instruction to students needing remediation and/or enrichment in core academic subjects.

As appropriate, priority for enrollment in summer school programs shall be given to district students who:

1. Have been retained or are at risk of being retained at their grade level
2. Demonstrate academic deficiencies in core curriculum areas
3. Are in targeted student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program

The remaining openings shall be offered to other district students on a first-come first-served basis.

Because summer courses cover extensive instructional content in a relatively short time period, students who have more than three excused absences or one unexcused absence may not receive credit for summer session class(es) unless they make-up missed work in accordance with law, Board policy, and administrative regulation.

Additional Summer Learning Opportunities

The Superintendent or designee may collaborate with parents/guardians, city and county agencies, community organizations, child care providers, and/or other interested persons to develop, implement, and build awareness of organized activities that support summer learning.

Strategies to support summer learning may include, but are not limited to:

1. Providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations
2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity
3. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals
4. Assigning summer vacation homework in core curricular subject(s) for extra credit

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Ed. Code 41505-41508	Pupil Retention Block Grant
Ed. Code 41976.5	Summer school programs; substantially disabled persons or graduating high school seniors
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 48070-48070.5	Promotion and retention
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); admissions of adults and minors
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 54444.3	Summer program for migrant students
Ed. Code 56345	Individualized education program contents
Ed. Code 58700-58702	Credit towards summer school apportionments for tutoring and homework assistance
Ed. Code 58806	Summer school apportionments
Ed. Code 8482-8484.6	After School Education and Safety Program
Ed. Code 8484.7-8484.9	21st Century Community Learning Centers

Federal References	Description
20 USC 6311-6322	Improving basic programs for disadvantaged students
20 USC 7171-7176	21st Century Community Learning Centers

Management Resources References	Description
CSBA Publication	School's Out, Now What? How Summer Programs Are Improving Student Learning and Wellness, Policy Brief, April 2013
CSBA Publication	Summer Learning and Wellness Resource Guide
National Summer Learning Association Publication	New Vision for Summer School, 2010
National Summer Learning Association Publication	Healthy Summers for Kids: Turning Risk into Opportunity, May 2012
Rand Corporation Publication	Making Summer Count: How Summer Programs Can Boost Children's Learning, 2011
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	National Summer Learning Association - https://simbli.eboardsolutions.com/SU/1qebS3jZVJubG7EsFKQ1OQ==
Website	RAND Corporation - https://simbli.eboardsolutions.com/SU/keuKnCCcf4szhfVObRxo1w==
Website	Summer Matters - https://simbli.eboardsolutions.com/SU/mKplus6jOsA7Zi0faCnDf9M3w==
Website	Partnership for Children and Youth - https://simbli.eboardsolutions.com/SU/bolfLRuzs4Pl63kJl3082w==

Website	California Department of Education - https://simbli.eboardsolutions.com/SU/os2jq5DcA2RawmY2VZ5FZQ==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0200	Goals For The School District - https://simbli.eboardsolutions.com/SU/VlhslshSaGqXuTsCMKpG2plusbSQ==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
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/4jRHUfaUfv4zxjwR1ydrpA==
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==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/sXmiPExcpyoFC82JNOLAdg==
5113	Absences And Excuses - https://simbli.eboardsolutions.com/SU/mzXDkQzOdBp683dY03LXKA==
5113.2	Work Permits - https://simbli.eboardsolutions.com/SU/B1r0CbdBW2YoVDBip40M8g==
5113.2	Work Permits - https://simbli.eboardsolutions.com/SU/jpWGHq8GF9Wn99yJznMWvg==
5123	Promotion/Acceleration/Retention - https://simbli.eboardsolutions.com/SU/4vLD4sHEz3MzvvyoXs9mCg==
5123	Promotion/Acceleration/Retention - https://simbli.eboardsolutions.com/SU/alTJplusjBplusRT7mJuaeYderAQ==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5147	Dropout Prevention - https://simbli.eboardsolutions.com/SU/MfyKHSPWgTOMUMcbEnYL4w==

5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/djb4slshsgbpszLlijYQcBTww==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/KQOplusjVe5z9q5dsDaNMna6w==
6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/PKZCznPK5uVYh2rtuZWrQQ==
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==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/0MJbneZ9evhK0ureJoYKWA==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
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==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/plusvY1VMisWfdCKrDslshrWh8bQ==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/AmS1igTjx4X628bKgqW8Bw==
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==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/JtQDlrkSo9aktbt4cbmG5g==
6164.5	Student Success Teams - https://simbli.eboardsolutions.com/SU/9kuifz9ovp2U1ldnNuPhJg==
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==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/TusIshPMGHi6O2DoJzSkkL5uw==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViaylIA==
6176	Weekend/Saturday Classes - https://simbli.eboardsolutions.com/SU/5jms7slshX2fplus8DlzGDIaaMaw==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/CE1yeUeHtTBGZocGRqIslshnQ==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

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

☐ 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)
    - Revised Board Bylaw 9270 - Conflict of Interest
    - Revised Board Bylaw 9320 - Meetings and Notices

RECOMMENDATION:
Approve the First Reading and Adoption of REvised Board Bylaws - 9000 series:
Revised Board Bylaw 9270 - Conflict of Interest and Revised Board Bylaw 9320 - Meetings and Notices.

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

Bylaw 9270: Conflict Of Interest

Status: ADOPTED

Original Adopted Date: 07/01/2010 | **Last Revised Date:** ~~05~~03/01/~~2016~~2023 | **Last Reviewed Date:** ~~05~~03/01/~~2016~~2023

CSBA NOTE: The determination as to whether a conflict of interest exists must be analyzed under two separate sets of statutes: (1) the conflict of interest provisions of the Political Reform Act (PRA) (Government Code 87100-87505), detailed in the section below entitled "Conflict of Interest under the Political Reform Act," and (2) Government Code 1090-1098, detailed in the section below entitled "Conflict of Interest under Government Code 1090 - Financial Interest in a Contract." Even when a conflict does not exist pursuant to those statutes, a violation might still occur under the common law doctrine against conflict of interest; see the section below entitled "Common Law Doctrine Against Conflict of Interest."

Because the law and definitions are quite complex, it is strongly recommended that districts consult with CSBA's District and County Office of Education Legal Services or district legal counsel, and staff from the Fair Political Practices Commission (FPPC)), as soon as a potential conflict is presented.

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by ~~his/her~~the Board member's, district employee's, or other designated persons financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect ~~his/her~~the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which ~~his/her~~the Board member's relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

CSBA NOTE: The following paragraph reflects the common law definition of "relative within the third degree."

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

CSBA NOTE: The Governing Board is required to adopt a conflict of interest code in compliance with Government Code 87300-87313. Board members and employees designated in the district's conflict of interest code are required by Government Code 87500 to annually file a Statement of Economic Interest/Form 700 to disclose any assets and income which may be materially affected

by official actions. Under the PRA, there are two separate categories of Form 700 disclosure requirements. For the first category pursuant to Government Code 87302, which is applicable to most school districts, the disclosure requirements are determined by the district and set forth in the district's conflict of interest code. The second category, pursuant to Government Code 87200, is only applicable to Board members and designated employees who "manage public investments"; see section below entitled "Additional Requirements for Boards that Manage Public Investments." Those Board members and designated employees, referred to by the FPPC as Government Code 87200/Article 2 filers, must file broader disclosure statements pursuant to the disclosure requirements specified in law and FPPC regulation.

Pursuant to Government Code 87303, the district's conflict of interest code must be approved by the appropriate code reviewing body. For districts located entirely in one county, the code reviewing body is the board of supervisors of the county in which the district is located. The FPPC is the code reviewing body for those school districts located in more than one county.

Pursuant to 2 CCR 18730, the requirements of the Government Code are satisfied if a district adopts a conflict of interest code that incorporates 2 CCR 18730 by reference, along with a list of designated positions and disclosure categories. The accompanying exhibit (E 9270) contains a sample resolution that includes an appendix with designated positions and disclosure categories which, once adopted by the Board, will comprise the terms of the district's conflict of interest code that should be submitted to the code reviewing body.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

Conflict of Interest under the Political Reform Act

CSBA NOTE: The FPPC has adopted an eight-step analysis, detailed in Government Code 87100- 87500, 2 CCR 18700-18755, and interpretive opinions, to determine whether a conflict of interest exists under the PRA. When such a conflict exists, the affected ~~Board member~~district official must disclose the interest and ~~disqualify himself/herself from participating~~not participate in the decision, as specified below. Because Family Code 297.5 grants a registered domestic partner the same rights, protections, and benefits as a spouse under state law, analysis of a conflict of interest with regards to a Board member's spouse is also applicable to a registered domestic partner.

~~A~~A district official, including a Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use ~~his/her~~an official position to influence a governmental decision in which ~~he/she~~the district official knows or has reason to know that ~~he/she has~~there is a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the ~~Board member, designated employee, or other person in a designated position, his/her~~district official, the district official's immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A ~~Board member, designated employee, or other person in a designated position~~district official makes a governmental decision when ~~he/she, acting~~, within the authority of ~~his/her~~the office or position, the district official authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before ~~a~~another district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

CSBA NOTE: 2 CCR 18705 permits a Board member who is financially interested in a contract to participate in making a decision on the contract if (1) ~~he/she~~the Board member discloses the existence of the conflict and describes with particularity the nature of ~~his/her economic~~the financial interest in the contract; (2) gives a summary description of the circumstances under which ~~he/she~~the Board member believes the conflict may arise; and (3) either ~~he/she~~the Board member, another Board member, or a district employee discloses the legal basis for concluding that no alternative source of decision exists for the district. In general, this rule will permit a district to acquire an essential supply or service. CSBA strongly recommends that CSBA's District and County Office of Education Legal Services or district legal counsel be consulted when situations arise involving the rule of necessity, as strict compliance is required.

However, a ~~Board member~~district official shall participate in the making of a contract in which ~~he/she~~the district official has a financial interest if ~~his/her~~such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

CSBA NOTE: Pursuant to Government Code 84308, as amended by SB 1439 (Ch. 848, Statutes of 2022), elected district officers, such as Board members, and "agency heads", which likely include Superintendents, are prohibited from participating in decisions involving parties who have

provided campaign contributions of more than $250 in the prior 12 months to the officer's campaign committee. Such officers are also prohibited from accepting, soliciting, or directing campaign contributions of more than $250 from a party or participant who has a financial interest in a Board decision, to any campaign committee while the decision is pending and for 12 months after the decision is made. These provisions do not apply to labor contracts, competitively bid contracts, and personal employment contracts.

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than $250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.

2. Any district officer who received a contribution of more than $250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.

3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.

4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than $250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding $250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

CSBA NOTE: The following optional section is for use only by districts in which the Board and/or designated employees are considered to be "officials who manage public investments" and who are required to file a full financial disclosure statement in accordance with Government Code 87200. It should be deleted by all other districts. See the accompanying exhibit for further information.

According to the FPPC, officials who manage public investments are boards or designated employees who manage the investment of district surplus or special reserve funds in permitted

securities and investments pursuant to Education Code 41015. Those boards that direct the investment of these funds, formulate or approve policies for the investment of these funds, even if they delegate day-to-day investment decisions to staff, or approve investment transactions involving these funds are considered officials who manage public investments.

The Board does not manage public investments when the district does not have any surplus or special reserve funds to invest and merely deposits all funds it receives (1) in the county treasury pursuant to Education Code 41001-41002.5 or (2) in a fund where a Tax and Revenue Anticipation Note (TRANs) is issued. Board members and superintendents in these types of situations are not considered to have discretion regarding the investment of the district's money and are therefore not officials who manage public investments.

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. 1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. ~~Recuse himself/herself from discussing and voting~~2. Not discuss or vote on the matter, or otherwise ~~acting~~act in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

   However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. ~~He/she~~The Board member may listen to the public discussion and deliberations of the matter with members of the public.

3. 3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

   If the item is on the consent calendar, the Board member ~~must recuse himself/herself~~shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on ~~that matter, but~~the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. 4. If the Board's decision is made during closed session, disclose ~~his/her~~the interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that ~~his/her~~the recusal is because of a conflict of interest pursuant to Government Code 87100. ~~He/she~~The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

CSBA NOTE: Pursuant to Government Code 1090, if a Board member has a financial interest in a contract, it is an absolute bar for that district to enter into the contract. The Attorney General has opined in 69 Ops.Cal.Atty.Gen. 255 (1986) that, unlike the PRA, the prohibitions in Government Code 1090 cannot be resolved by having the financially interested Board member abstain from participating in the matter. However, there are two categories of exceptions. If a financial interest meets the definition of a "noninterest" as specified in Government Code 1091.5, then the restrictions in Government Code 1090 do not apply and the district can enter into the contract.
Secondly, if a Board member's interest is deemed a "remote interest" pursuant Government Code 1091, then the district can enter into the contract as long as certain conditions are satisfied, as specified below.

While the prohibitions in the PRA only apply to designated employees, the prohibitions in Government Code 1090 apply to all district employees and consultants. California appellate courts have ruled in *McGee v. Balfour Beatty Construction LLC* and *Davis v. Fresno Unified School District* that Government Code 1090 applies to consultants, including corporate consultants, who fill the roles and positions of officers, employees, and agents of the district. However, the Attorney General has opined in 63 Ops.Cal.Atty.Gen. 868 (1980) that an employee's financial interest would not prohibit the district from entering into a contract as long as the employee has not participated in the making of the contract, such as in discussions and planning, as detailed below.

Government Code 1090 does not define financial interest, but courts have held that, for the purposes of this statute, the definition of "financial interest" is not the same as the definition in the PRA which requires a "material financial effect" in order for a conflict to exist. Because the determination of whether a financial interest exists involves a review of statutes, court decisions, and Attorney General opinions as they apply to the particular facts at issue, the analysis can be complex and CSBA's District and County Office of Education Legal Services or district legal counsel should be consulted as appropriate.

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

CSBA NOTE: The district may enter into a contract when a Board ~~member's~~member's interest is a "remote interest" as defined in Government Code 1091. Generally, this issue arises when the district wishes to enter into a contract with the Board ~~member's~~member's employer. When the conditions specified in Government Code 1091 are satisfied (e.g., Board member is an employee of a nonprofit organization, the employer has at least 10 employees, and the Board member has been employed more than three years), then the district may enter into the contract as long as the affected Board member discloses the remote interest and abstains from the matter.

Board members who willfully fail to disclose a remote interest in a contract may be subject to a fine or imprisonment pursuant to Government Code 1097.

A Board member shall not be considered to be financially interested in a contract in which ~~he/she has~~there is only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board

member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

CSBA NOTE: Pursuant to Government Code 1091.5, certain financial interests are defined as "noninterests," meaning a conflict of interest does not exist and the district can enter into the contract. One of the noninterests listed in Government Code 1091.5 is when a Board member's spouse has been employed by the district for at least one year prior to the Board member's election or appointment. If the spouse has not been employed by the district for at least one year prior to the Board member's election or appointment, the exception does not apply and Government Code 1090 prohibits the district from entering into a new contract to hire the spouse. (80 Ops.Cal.Atty.Gen. 320 (1997))

Attorney General opinions and case law have further clarified the application of this noninterest exception when a previously employed spouse changes to a different position during the Board member's term. Generally, these opinions have held that a lateral transfer or change of classification that does not require Board approval (e.g., second year probationary teacher automatically achieving permanent status, step increase) is the same employment not requiring a new contract and thus constitutes a noninterest. (92 Ops.Cal.Atty.Gen. 26 (2009), 87 Ops.Cal.Atty.Gen. 23 (2004)) However, when a new contract is involved (e.g., promotion from classroom teacher to principal, substitute employee becoming a probationary employee), the exception in Government Code 1091.5 does not apply and the action would be prohibited under Government Code 1090 because Board approval of the contract is required. (*Thorpe v. Long Beach Community College District*, 69 Ops.Cal.Atty.Gen. 255 (1986))

Because this area of law is complex, it is strongly recommended that CSBA's District and County Office of Education Legal Services or district legal counsel be consulted if a Board member's spouse is an employee of the district or when analyzing whether an interest is a noninterest or remote interest.

In addition, a Board member shall not be considered to be financially interested in a contract in which ~~his/her~~the interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for ~~his/her~~ actual and necessary expenses incurred in the performance of ~~his/her~~ official duties, in the employment of ~~his/her~~a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

CSBA NOTE: Even when there is not a conflict pursuant to the PRA (Government Code 87100-87505) or Government Code 1090, the Attorney General has found that special situations may still exist under the common law doctrine against conflict of interest which, unlike the statutes, extends to noneconomic interests. In 92 Ops.Cal.Atty.Gen. 19 (2009), the Attorney General opined that a redevelopment board member should abstain from voting on a loan agreement where the recipient of the loan was a corporation owned by the board member's adult son. Although the board member was not financially interested in the contract under the PRA or Government Code 1090, the Attorney General determined that abstention was necessary in order to avoid a conflict between the member's official and personal interests and to avoid the appearance of impropriety.

Districts are encouraged to consult CSBA's District and County Office of Education Legal Services or legal counsel if situations arise that raise the question as to whether such a conflict exists.

A Board member shall abstain from any official action in which ~~his/her~~the Board member's private or personal interest may conflict with ~~his/her~~ official duties.

Incompatible Offices and Activities

CSBA NOTE: Government Code 1099 and 1126 prohibit Board members and employees from engaging in any employment or activity which is inconsistent, incompatible, in conflict with, or inimical to their duties with the district. Government Code 1126 mandates the district to adopt procedures regarding this prohibition. See BP 4136/4236/4336 - Nonschool Employment for language implementing this mandate relative to employees.

Attorney General opinions have indicated that it would be incompatible for Board members to serve on other elected or appointed boards, councils, or commissions that have interests which may conflict with the interests of the district (105 Ops.Cal.Atty.Gen. 69 (2022), 85 Ops.Cal.Atty.Gen. 60 (2002); 68 Ops.Cal.Atty.Gen. 171 (1985); 65 Ops.Cal.Atty.Gen. 606 (1982)). If a Board member is sworn into an incompatible office, then ~~his/her~~the Board member's position in the prior office is automatically terminated.

Pursuant to Education Code 35107, an employee of a school district may not be sworn into office as an elected or appointed member of that district's Board unless ~~he/she~~the Board member resigns as an employee. If the employee does not resign, the employment automatically terminates when ~~he/she~~ is sworn into office. See BB 9220 - Governing Board Elections.

The determination as to whether an activity or office is incompatible is complex and requires a case-by-case analysis of the particular activities or duties of the office; therefore, it is recommended that CSBA's District and County Office of Education Legal Services or district legal counsel be consulted as appropriate.

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board ~~member's~~member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts

CSBA NOTE: Pursuant to 2 CCR 18730, the gift limitation is currently $~~460~~590. This amount is adjusted in odd-numbered years by the FPPC. Pursuant to Government Code 89503, Board members and candidates are subject to gift limitation for gifts from all sources except when exempted by law or regulation. For those Board members who file a Form 700 based on the disclosure categories specified in the ~~district's~~district's conflict of interest code pursuant to Government Code 87302 (see the accompanying exhibit), the gift limit is only applicable as to those individuals and entities that are disclosed on the Form 700.

Several exceptions exist within the Government ~~Code's~~Code's definitions of gifts, income, interest in real property, and investment; see Government Code 82028, 82030, 82033, and 82034. If questions arise as to such exceptions, the district may seek clarification from the FPPC through

email to advice@fppc.ca.gov or consult CSBA's District and County Office of Education Legal Services or district legal counsel.

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

CSBA NOTE: Board members and designated employees may, in the circumstances described in Government Code 89506, receive payments, advances, or reimbursements for travel and related lodging and subsistence, which will not be subject to the gift limit set in Government Code 89503.

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. 1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. 2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in ~~items~~Items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. 1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches

2. 2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

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

State	Description
2 CCR 18110-18997	Regulations of the Fair Political Practices Commission
2 CCR 18700-18760	Conflicts of Interest
2 CCR 18722-18740	Disclosure of interests
2 CCR 18753-18756	Conflict of interest codes
2 CCR 18438.1-18438.8	Campaign contribution-based conflicts of interest
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
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Gov. Code 52334-53235.2	Ethics training
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Gov. Code 81000-91014	Political Reform Act of 1974
Gov. Code 82011	Code reviewing body
Gov. Code 82019	Definition; designated employee
Gov. Code 82028	Definition; gift
Gov. Code 82030	Definition; income
Gov. Code 82033	Definition; interest in real property

Gov. Code 82034	Definition; investment
Gov. Code 84308	Campaign disclosure
Gov. Code 87100-87103.6	General prohibitions
Gov. Code 87200-87210	Disclosure
Gov. Code 87300-87313	Conflict of interest code
Gov. Code 87500	Statement of economic interests
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
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Pen. Code 85-88	Bribes
Rev. & Tax Code 203	Taxable and exempt property -; colleges

Management Resources	**Description**
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 868 (1980)
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Attorney General Opinion	86 Ops.Cal.Atty.Gen. 138 (2003)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 217 (2006)
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Attorney General Opinion	105 Ops.Cal.Atty.Gen.69 (2022)
Court Decision	Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
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Court Decision	Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

Court Decision	McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235
Court Decision	Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
CSBA Publication	Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
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Institute For Local Government Publication	Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
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Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	CSBA

Cross References

Code	Description
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3230	Federal Grant Funds
3230	Federal Grant Funds
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3430	Investing
3430	Investing
3470	Debt Issuance And Management
3600	Consultants
4112.8	Employment Of Relatives
4117.2	Resignation

4136	Nonschool Employment
4212.8	Employment Of Relatives
4217.2	Resignation
4236	Nonschool Employment
4312.8	Employment Of Relatives
4317.2	Resignation
4336	Nonschool Employment
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
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9005	Governance Standards
9140	Board Representatives
9200	Limits Of Board Member Authority
9220	Governing Board Elections
9222	Resignation
9230	Orientation
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9323	Meeting Conduct

Bylaw 9270: Conflict Of Interest

Status: ADOPTED

Original Adopted Date: 04/11/2019 **| Last Reviewed Date:** 04/11/2019

The Board of Education desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

Conflict of Interest Code

The district adopted a Conflict of Interest Code (the "Code") pursuant to the requirements of the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"). The Code sets forth the required provisions for the disclosure of assets and income, designates the positions subject to the disclosure provisions of the Code, establishes the list of disclosure categories specifying the types of assets and income required to be disclosed by each designated position to which they are assigned, and provides for the disqualification of designated positions from acting where a conflict of interest exists. (Government Code 87300) (See Exhibit A, attached.)

The requirements of the Code are in addition to other requirements of the Political Reform Act and to other state and local laws pertaining to conflicts of interest and have the force and effect of law. Officials and designated positions violating any provision of the Code are subject to the administrative, criminal and civil sanctions provided by the Act. Additionally, a decision in relation to which a violation of the disqualification provisions of the Code or Government Code section 87100 has occurred may be set aside as void pursuant to Government Code section 91003.

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the district's conflict of interest code. A Board member who leaves office or a designated employee or consultant who leaves district employment shall, within 30 days, file a Leaving Office Statement covering the period of time between the closing date of the last statement and the date of leaving office, district employment or contract. (Government Code 87302)

All officials and designated positions are directed to refer to the district's conflict of interest code for these specific requirements. The conflict of interest code is held in the office of the Executive Secretary as the district's Filing Officer/Official.

Conflict of Interest Code - Amendments

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new positions that must be designated or relevant changes in the duties assigned to existing positions that could affect disclosure requirements, the code shall be amended and submitted to the code reviewing body within 90 days. (Government Code 87306)

Every even-numbered year, the district shall review the conflict of interest code and submit any required changes to the code reviewing body, as directed. (Government Code 87306.5)

When amending the district's conflict of interest code, the Superintendent or designee shall provide all affected officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Conflict of Interest under the Political Reform Act - Disqualification

No public official, employee or consultant shall make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the "economic interests," of the official, employee or consultant unless the effect is indistinguishable from the effect on the public generally or the participation of the official, employee or consultant is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

An official, employee or consultant makes a governmental decision when, acting within the authority of his/her office or position, he/she authorizes or directs any action on a matter, votes or provides information or opinion on a matter, contacts or appears before a district official for the purpose of affecting a decision, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18704)

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board must disqualify him/herself from discussing or voting on the matter. Following the announcement of the agenda item to be discussed or voted upon but before either the discussion or vote commences, the Board member must do all of the following:

1. Publicly identify each type of financial interest held that is involved in the decision and gives rise to the disqualifying conflict of interest (i.e. investment, business position, interest in real property, personal financial effect, or the receipt or promise of income or gifts), in detail as described in 2 California Code of Regulations section 18707(a)(1)(A). Identification shall be made orally and be made part of the official public record;

2. Recuse himself/herself from discussing and voting on the matter and leave the room after the identification is made until after discussion, vote or any other disposition is concluded, unless the item is on the consent calendar. The Board member will not be counted toward achieving a quorum while item is discussed.

   However, the Board member may speak on the issue during the same time the general public speaks, leaving the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public.

3. If the decision is made during a closed session of a public meeting, the public identification must be made orally during the open session preceding the closed session. The disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest under Government Code section 87100. The declaration will be made part of the official public record. A Board member with a disqualifying conflict of interest shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision. (2 CCR 18707)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if he/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment or any other applicable circumstance specified in Government Code 1091.5.

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-parents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Rule of Necessity or Legally Required Participation

On a case-by case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18705.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

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A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

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2 CCR 18110-18997	Regulations of the Fair Political Practices Commission - https://simbli.eboardsolutions.com/SU/ckslshwToJGinoK4QiVbLtJug==
2 CCR 18438.1-18438.8	Campaign contribution-based conflicts of interest
2 CCR 18700-18760	Conflicts of Interest - https://simbli.eboardsolutions.com/SU/h6CnVsMHk2STR4xUUmLXdQ==

2 CCR 18722-18740	Disclosure of interests - https://simbli.eboardsolutions.com/SU/oS5ntBvYlbsRzRhpXMuufw==
2 CCR 18753-18756	Conflict of interest codes - https://simbli.eboardsolutions.com/SU/OvAHLXqDg5JTYYSZIpYE9A==
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 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
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Gov. Code 52334-53235.2	Ethics training
Gov. Code 81000-91014	Political Reform Act of 1974
Gov. Code 82011	Code reviewing body
Gov. Code 82019	Definition; designated employee - https://simbli.eboardsolutions.com/SU/zplus8Q3o2R2NLwPmnxGAmkxg==
Gov. Code 82028	Definition; gift
Gov. Code 82030	Definition; income
Gov. Code 82033	Definition; interest in real property
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Gov. Code 84308	Campaign disclosure
Gov. Code 87100-87103.6	General prohibitions
Gov. Code 87200-87210	Disclosure
Gov. Code 87300-87313	Conflict of interest code - https://simbli.eboardsolutions.com/SU/YaObxMYA749OVplusgURs6YDA==
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Attorney General Opinion	81 Ops.Cal.Atty.Gen. 327 (1998)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 83 (1999)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 60 (2002)
Attorney General Opinion	86 Ops.Cal.Atty.Gen. 138(2003)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 217 (2006)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 19 (2009)
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Court Decision	Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511
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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/C2dGDtcJnwslshMnGhy8IJcbw==
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==
1700	Relations Between Private Industry And The Schools - https://simbli.eboardsolutions.com/SU/NdfFmK3KRDWa7ZhbLQia8g==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g==
3230	Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q==
3300	Expenditures And Purchases - https://simbli.eboardsolutions.com/SU/PiJMZVvpjV1P1BWzGWwzAA==
3311	Bids - https://simbli.eboardsolutions.com/SU/TXCclHAPO4AvqlRkslshIGT6g==
3311	Bids - https://simbli.eboardsolutions.com/SU/YtGjBb8AeKJBCbTEVI6JKg==
3430	Investing - https://simbli.eboardsolutions.com/SU/BxJ70GkcLv4wxiQNpOWqpw==

3430	Investing - https://simbli.eboardsolutions.com/SU/oWBREVOT7hhxE2uBDT7Zag==
3470	Debt Issuance And Management - https://simbli.eboardsolutions.com/SU/xMB5SSaSDujcCk9t8CcU4A==
3600	Consultants - https://simbli.eboardsolutions.com/SU/2syo8LTslsh3bq17jygmQYpPw==
4112.8	Employment Of Relatives - https://simbli.eboardsolutions.com/SU/Z7cEJuZJA1QAXUWHGuyVplusQ==
4117.2	Resignation - https://simbli.eboardsolutions.com/SU/HCUYO1QzMN4aUUSWYPltTQ==
4136	Nonschool Employment - https://simbli.eboardsolutions.com/SU/sslsheQFBIMt52hdLiAzgmIFw==
4217.2	Resignation - https://simbli.eboardsolutions.com/SU/MdTopoLNaBPfK7eHaDDCaA==
4236	Nonschool Employment - https://simbli.eboardsolutions.com/SU/nHpFpB0utGFo5TpslshvmrDgw==
4317.2	Resignation - https://simbli.eboardsolutions.com/SU/ZArkHD8plusgQOAuoQ2P19h6g==
4336	Nonschool Employment - https://simbli.eboardsolutions.com/SU/U76kplusccUzof7RbGH8234kQ==
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==
7140	Architectural And Engineering Services - https://simbli.eboardsolutions.com/SU/Q6fs0woslshLPybGTBwTxC67Q==
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9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
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9140	Board Representatives - https://simbli.eboardsolutions.com/SU/hMjSJqMV1ZslshPqfj94UpAwQ==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/MUANAHffhFXRiSlbxt8hmw==
9220	Governing Board Elections - https://simbli.eboardsolutions.com/SU/GNs102SgfXypOEiwUiFESA==
9222	Resignation - https://simbli.eboardsolutions.com/SU/mRGzUXxs9JRnVP6FZv6U8w==
9230	Orientation - https://simbli.eboardsolutions.com/SU/plusjxAYSEslshNFawGZOpf7KxWg==
9320	Meetings And Notices - https://simbli.eboardsolutions.com/SU/l2YokBslshSxZvKHkFPYV8weA==

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==
9323	Meeting Conduct - https://simbli.eboardsolutions.com/SU/Q2DNQERfzcBY1yXrtDM5Xw==

Bylaw 9320: Meetings And Notices

Status: ADOPTED

Original Adopted Date: 03/01/2008 | **Last Revised Date:** ~~12~~3/01/~~2021~~2023 | **Last Reviewed Date:** ~~12~~3/01/~~2021~~2023

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board ~~or district~~. (Government Code 54952.2)

CSBA NOTE: The Brown Act prohibits serial meetings, defined under Government Code 54952.2 as a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of district business.

This prohibition against serial meetings also applies to communications via technology. Email exchanges, text/chat ~~room~~ threads, or comments posted on a blog or social media account that result in a majority of the Governing Board "discussing among themselves" an item within the subject matter jurisdiction of the Board could result in a Brown Act violation. Pursuant to Government Code 54952.2, ~~as amended by AB 992 (Ch. 89, Statutes of 2020),~~ Board members may engage in separate conversations or communications with members of the public on an Internet-based social media platform that is open and accessible to the public as long as a majority of the Board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the Board and members do not comment on or use digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. Consequently, a Board member is prohibited from responding directly to any communication from other members of the Board on a social media platform regarding matters that are within the subject matter jurisdiction of the Board. See BB 9012 - Board Member Electronic Communications.

In 84 Ops.Cal.Atty.Gen. 30 (2001), the Attorney General opined that Government Code 54952.2 prohibits a majority of the Board from sending emails to each other to develop a collective concurrence as to action to be taken by the Board even if the emails are (1) sent to the secretary and chairperson, (2) posted on the district's web site, and (3) distributed (in a printed version) at the next meeting. Although the Attorney General recognized that those three conditions would allow the deliberations to be conducted, to some extent, "in public," the emails were prohibited by the Brown Act because all debate would be completed before the meeting and members of the public who did not have Internet access would be excluded from the debate.

A majority of the Board shall not, outside of an authorized meeting, use a series of

communications of any kind, directly or through intermediaries, including social media and other electronic

communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

CSBA NOTE: Government Code 54952.2 specifies that briefings between staff and Board members are permissible in order to answer questions or to provide information, as long as the briefing is not used to communicate the comments or position of any other Board member.

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

CSBA NOTE: Government Code 54953.2 requires that all Board meetings meet the protections of the Americans with Disabilities Act (ADA) (42 USC 12132) and implementing regulations (28 CFR 35.160, 36.303). Such protections require the district to ensure that the meeting is accessible to persons with disabilities and, upon request, to provide disability-related accommodations, such as auxiliary aids and services. Auxiliary aids and services may include accommodations at the actual meeting, such as a sign-language interpreter, or accommodations to the supporting documentation, such as Braille translation of the agenda packet. Government Code 54954.2 requires that the agenda specify how, when, and to whom a request for accommodation should be made; see BB 9322 - Agenda/Meeting Materials.

Government Code 54953, as amended by AB 2449 (Ch. 285, Statutes of 2022), requires boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the ADA, and to resolve any doubt in favor of accessibility.

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. **(Government Code 54953)**

Regular Meetings

One regular meeting(s) each month. Regular meetings shall be held at 5:00 p.m. on the 2nd Thursday(day) at the district office and school sites.

CSBA NOTE: Pursuant to Government Code 54954.2, the agenda for a regular meeting must be posted at least 72 hours prior to the meeting, at a location that is freely accessible to the public. Government Code 54954.2 also requires that the agenda be posted on the district's web site, if it has one. Any district that does not have a web site should delete the reference to it in the following paragraph.

The Attorney General has determined in 78 Ops.Cal.Atty.Gen. 327 (1995) that weekend hours may be counted as part of the 72-hour period for posting of the agenda prior to a regular meeting. In the same opinion, the Attorney General found that the term "freely accessible" requires that the agenda be posted in a location where it can be read by the public at any time during the 72 hours immediately preceding the meeting. For example, if a building where the agenda is posted is closed during the evening hours, the agenda must also be posted in a location accessible during evening hours, such as a lighted display case outside of the building. The Attorney General also opined in 88 Ops.Cal.Atty.Gen. 218 (2005) that the agenda may be posted on a touch screen electronic kiosk, in lieu of a paper copy on a bulletin board, as long as the kiosk is accessible without charge to the public 24 hours a day, seven days a week.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web site. (Government Code 54954.2)

CSBA NOTE: Pursuant to Government Code 54957.5, the agenda must list ~~any~~the address where the public can inspect agenda materials that are distributed to Board members less than 72 hours before a regular meeting;. Pursuant to Government Code 54957.5, as amended by AB 2647 (Ch. 971, Statutes of 2022), when agenda materials are distributed to all or a majority of the Board less than 72 hours before a regular meeting and outside of regular business hours, the materials may be posted on the district's web site in satisfaction of the Brown Act if specified requirements are met. Districts with questions regarding this exception are encouraged to consult CSBA's District and County Office of Education Legal Services or district legal counsel. Also see BB 9322 - Agenda/Meeting Materials.

In addition, pursuant to the California Public Records Act (Government Code ~~6252-6270~~7920.000 - 7930.170), agenda materials related to an open session of a Board's regular meeting are "public records" and are subject to the inspection of any member of the public. For a list of documents subject to disclosure by the district, see BP/AR 1340 - Access to District Records.

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

CSBA NOTE: Education Code 35144 and Government Code 54956 allow the Board to hold special meetings to address any matter that requires timely action. For example, the Board may hold a special meeting to discuss the need for an emergency state apportionment when the district is in financial distress; see BP 3460 - Financial Reports and Accountability. However, pursuant to Government Code 54956, certain specified matters, as described below, may not be addressed in a special meeting.

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

CSBA NOTE: Pursuant to Government Code 54956, written notice of a special meeting may be delivered personally or by other means, including email or fax. Government Code 54956 requires any district that has its own web site to also post the notice on its web site. Any district that does not have its own web site should delete reference to it in the following paragraph.

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

CSBA NOTE: Government Code 54956.5 authorizes a closed session during emergency meetings, as long as two-thirds of the members present at the meeting agree on the need for the closed session or, if less than two-thirds of the members are present, by unanimous vote of the members present. See BB 9321 - Closed Session and E(1) 9323.2 - Actions by the Board.

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. 1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

2. 2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification ~~must~~shall be exhausted. If telephone services are not functioning,

the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

CSBA NOTE: The following section is optional and may be revised to reflect district practice. Pursuant to Government Code 54954.2, the Board must still comply with the public notice requirements when holding a study session, retreat, public forum or other such meeting.

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. 1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. 2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. 3. An open and noticed meeting of another body of the district

4. 4. An open and noticed meeting of a legislative body of another local agency

5. 5. A purely social or ceremonial occasion

6. 6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. 1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. 2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. 3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. 4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. 5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over

which the state or federal officials have jurisdiction

6. 6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

7. 7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. 8. Attend conferences on nonadversarial collective bargaining techniques

9. 9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. 10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in ~~items~~Items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Traditional Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction.

All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

~~Agendas~~

Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or

"Teleconferencing During a Proclaimed State of Emergency" below, agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere.

All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. **Additional teleconference locations may be provided to the public. (Government Code 54953)**

Teleconferencing During a Personal Emergency

CSBA NOTE: Government Code 54953, as amended by AB 2449, authorizes a Board member, from January 1, 2023 until January 1, 2026, to attend meetings by teleconference due to emergency circumstances, as described below.

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing for "Just Cause"

CSBA NOTE: Government Code 54953, as amended by AB 2449, authorizes a Board member, from January 1, 2023 until January 1, 2026, to attend meetings by teleconference for just cause, as described below.

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

Just Cause may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

~~CSBA NOTE: In 84 Ops.Cal.Atty.Gen. 181 (2001), the Attorney General opined that a city is not required under the ADA to provide, as an accommodation for city council member with disabilities who was unable to attend a regularly scheduled meeting, a teleconference connection to the member's house where the public would not be permitted to be present. According to the~~

~~Attorney General, Government Code 54953 requires that members of the public be permitted to be present at any teleconference location.~~CSBA NOTE: Pursuant to Government Code 54953, boards are authorized, until January 1, 2024, to conduct board meetings by teleconference as specified below when holding a board meeting during a proclaimed state of emergency pursuant to Government Code 8625-8629 when any of the following circumstance exist: (1) state or local officials have imposed or recommended measures to promote social distancing; (2) to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) when it has been determined, as a result of an emergency, that meeting in person would impose such risks.

California's COVID-19 State of Emergency ended on February 28, 2023. However, a Board may continue to conduct Board meetings by teleconference until January 1, 2024 if there is a proclaimed state of emergency (e.g. a natural disaster) and it meets all of the necessary requirements of Government Code 54953.

While a resolution is not required by law to make findings required by Government Code 54953, CSBA offers sample resolutions available on its web site for (1) recognizing a state of emergency and authorizing teleconferenced meetings and (2) recognizing a state of emergency and re-authorizing teleconferenced meetings. CSBA recommends that if resolutions are not utilized, the motion and findings to authorize or reauthorize emergency teleconferenced meetings are included in the meeting minutes.

~~All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location.~~

~~**Teleconferencing During a Proclaimed State of Emergency**~~

~~CSBA NOTE: Pursuant to Government Code 54953, as amended by AB 361 (Ch. 165, Statutes of 2021), boards are authorized, until January 1, 2024, to conduct board meetings by teleconference as specified below when holding a board meeting during a proclaimed state of emergency pursuant to Government Code 8625-8629 when any of the following circumstance exist: (1) state or local officials have imposed or recommended measures to promote social distancing; (2) to determine whether, as a result of an emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) when it has been determined, as a result of an emergency, that meeting in person would impose such risks.~~

~~While a resolution is not required by law to make findings required by Government Code 54953, as amended by AB 361, CSBA offers sample resolutions available on its web site for (1) recognizing a state of emergency and authorizing teleconferenced meetings and (2) recognizing a state of emergency and re-authorizing teleconferenced meetings. CSBA recommends that if resolutions are not utilized, the motion and findings to authorize or reauthorize emergency teleconferenced meetings are included in the meeting minutes.~~

~~The~~ Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district

boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. 1. State or local officials have imposed or recommended measures to promote social distancing

2. 2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees

3. 3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. 1. The notice and agenda shall be given and posted as otherwise required by the Brown Act

2. 2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

   Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. 3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3

4. 4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time

5. 5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed

6. 6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or ~~for~~internet-based service option, or in the event of a disruption within the district's control that prevents members of the public ~~to offer~~from offering public comments, the Board shall take

no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. 1. The state of emergency continues to directly impact the ability of the Board to meet safely in person

2. 2. State or local officials continue to impose or recommend measures to promote social distancing

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

State	Description
Ed. Code 35140	Time and place of meetings
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35146	Closed sessions; student matters
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 3511.1	Local agency executives
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	~~Oral summary of recommended salary and benefits of superintendent~~Meetings to be open and public; teleconferencing
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54954.2	Agenda posting requirements; board actions

Gov. Code 54956	Special Meetings
Gov. Code 54956.5	Emergency meetings
~~Gov. Code 6252-6270~~	~~California Public Records Act~~
Gov. Code 7920.000 - 7930.170	California Public Records Act
Gov. Code 8625-8629	California Emergency Services Act

Federal	**Description**
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability,; public accommodations,; auxiliary aids and services
42 USC 12101-12213	Americans with Disabilities Act

Management Resources	**Description**
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 69 (1996)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 181 (2001)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 30 (2001)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 218 (2005)
Court Decision	Knight First Amendment Institute at Columbia University v. Trump, (2019) 928 F.3d 226
Court Decision	Garnier v. Poway Unified School District, (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208
Court Decision	Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 533
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
Institute for Local Government Publication	The ABCs of Open Government Laws, 2015
League of California Cities Publication	Open and Public V: A Guide to the Ralph M. Brown Act, 2016
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, GAMUT Meetings
Website	Institute for Local Government
Website	League of California Cities
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0420.43	Charter School Revocation
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1160	Political Processes
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1340	Access To District Records
1340	Access To District Records
1431	Waivers
2000	Concepts And Roles
2111	Superintendent Governance Standards
2121	Superintendent's Contract
2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311	Bids
3311	Bids

3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
4117.14	Postretirement Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4312.1	Contracts
4317.14	Postretirement Employment
6112	School Day
6112	School Day
6117	Year-Round Schedules
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
7150	Site Selection And Development
7150	Site Selection And Development
7214	General Obligation Bonds
7214	General Obligation Bonds
7310	Naming Of Facility
9000	Role Of The Board
9005	Governance Standards
9012	Board Member Electronic Communications
9100	Organization
9121	President
9130	Board Committees
9140	Board Representatives
9220	Governing Board Elections
9230	Orientation

9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9310	Board Policies
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323	Meeting Conduct
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9324	Minutes And Recordings
9400	Board Self-Evaluation

Bylaw 9320: Meetings And Notices

Status: ADOPTED

Original Adopted Date: 04/11/2019 **| Last Revised Date:** 03/10/2022 **| Last Reviewed Date:** 03/10/2022

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

Regular Meetings

The Board shall hold _____ regular meeting(s) each month. Regular meetings shall be held at _____p.m. on the _____(day) at the _____.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's web site. (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and place and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on nonadversarial collective bargaining techniques

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

The Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing

2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees

3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act

2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

   Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time

5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed

6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public or for members of the public to offer public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person

2. State or local officials continue to impose or recommend measures to promote social distancing

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

State References	Description
Ed. Code 35140	Time and place of meetings
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 35146	Closed sessions; student matters
Ed. Code 35147	Open meeting laws exceptions
Gov. Code 11135	Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/PcUFWeMcCJnzBrKAL0EtfQ==
Gov. Code 3511.1	Local agency executives
Gov. Code 54950-54963	The Ralph M. Brown Act
Gov. Code 54953	Oral summary of recommended salary and benefits of superintendent
Gov. Code 54954	Time and place of regular meetings
Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 54956	Special Meetings
Gov. Code 54956.5	Emergency meetings
Gov. Code 6252-6270	California Public Records Act
Gov. Code 7920.000 - 7930.170	California Public Records Act
Gov. Code 8625-8629	California Emergency Services Act

Federal References	Description
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services

42 USC 12101-12213	Americans with Disabilities Act

Management Resources References	Description
Attorney General Opinion	78 Ops.Cal.Atty.Gen. 327 (1995)
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 69 (1996)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 181 (2001)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 30 (2001)
Attorney General Opinion	88 Ops.Cal.Atty.Gen. 218 (2005)
Court Decision	Knight First Amendment Institute at Columbia University v. Trump, (2019) 928 F.3d 226
Court Decision	Garnier v. Poway Unified School District, (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208
Court Decision	Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 533
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
Institute for Local Government Publication	The ABCs of Open Government Laws
League of California Cities Publication	Open and Public V: A Guide to the Ralph M. Brown Act, 2016
Website	CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ==
Website	CSBA, GAMUT Meetings - https://simbli.eboardsolutions.com/SU/HcQqDq1qgLwgU1m5iwomVA==
Website	Institute for Local Government - https://simbli.eboardsolutions.com/SU/U2G2edhR1agbQ5dqoPtfmA==
Website	League of California Cities - https://simbli.eboardsolutions.com/SU/TUf8jslshHeiQslshKJpHe2qEtug==
Website	California Attorney General's Office - https://simbli.eboardsolutions.com/SU/5qNslsh5DoKuytasYcv9khGiA==
Website	CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==

Cross References	Description
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/N2NPHhZkoR4HzmLplusslshGJIqg==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/xHeL5G0lW17kzaIFS7slshdzA==
0420.43	Charter School Revocation - https://simbli.eboardsolutions.com/SU/rjslshfFVMvuEUjslshFQ0V2b0TQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/XjDeho0oEsWuE3Rb4Gh8qA==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/b4VkmhrAe7UslshrcYDpa9Wrw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg==
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==
1160	Political Processes - https://simbli.eboardsolutions.com/SU/xyZPKDlw3nGcZMeM8JRMDw==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPIpmLjio2ptoA==
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==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
1431	Waivers - https://simbli.eboardsolutions.com/SU/zheIVgBw9INSaqaXaujz9w==
2000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/c0AS0PBE36YwFJGBtHHUAg==
2111	Superintendent Governance Standards - https://simbli.eboardsolutions.com/SU/TPgEg3FaWs6dqt53Kub6ug==
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==
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==
3311	Bids - https://simbli.eboardsolutions.com/SU/TXCcIHAPO4AvqIRkslshIGT6g==
3311	Bids - https://simbli.eboardsolutions.com/SU/YtGjBb8AeKJBCbTEVI6JKg==
3312	Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA==
3314	Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/MbHA9gIHxrKze4lIPVE9plusg==
3314	Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/PKOZIdoJTQSbrFsmrxxIIw==
3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/GE0i6DLXjEunpslshl1ajPT9Q==

3516	Emergencies And Disaster Preparedness Plan - https://simbli.eboardsolutions.com/SU/MK62ayh3lQtmYtElkL8MeA==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/MBSgROgVyeslshbOLCrSKHigw==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/Ty3VkoAf8UKQmjgZeccNaQ==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/1lQzKKWAkaSUCj66qxM43w==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/2VIxhxOw3ODt7Lrfpk6ioQ==
4312.1	Contracts - https://simbli.eboardsolutions.com/SU/G21QkoJmweXy5Bm5bslshK6eQ==
6112	School Day - https://simbli.eboardsolutions.com/SU/V0Q5g2Ta4MDdGwupXvFdrQ==
6112	School Day - https://simbli.eboardsolutions.com/SU/NslshOG1iblXOQAxyMYTK2mbQ==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/SONyn8goAs7herFWBVqIIg==
7150	Site Selection And Development - https://simbli.eboardsolutions.com/SU/hLH5xQladPYlEyHgaZbJrg==
7150	Site Selection And Development - https://simbli.eboardsolutions.com/SU/YTy9bjpwCqbvxNTc2Xhefw==
7214	General Obligation Bonds - https://simbli.eboardsolutions.com/SU/CjdxaqWYL8ttaua4uYpuew==
7214	General Obligation Bonds - https://simbli.eboardsolutions.com/SU/by0EhzPoKMEew61tVs07plusQ==
7310	Naming Of Facility - https://simbli.eboardsolutions.com/SU/wplusGBX5fLLXf6SpiTuXNBnQ==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
9005	Governance Standards - https://simbli.eboardsolutions.com/SU/vTHplusWby5zXa4Ik9XusgbZg==
9012	Board Member Electronic Communications - https://simbli.eboardsolutions.com/SU/zBDaaRxMplus3plusaFBvIgwdRslshg==
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==
9140	Board Representatives - https://simbli.eboardsolutions.com/SU/hMjSJqMV1ZslshPqfj94UpAwQ==
9220	Governing Board Elections - https://simbli.eboardsolutions.com/SU/GNs102SgfXypOEiwUiFESA==
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==
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	Meeting Conduct - https://simbli.eboardsolutions.com/SU/Q2DNQERfzcBY1yXrtDM5Xw==
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==
9400	Board Self-Evaluation - https://simbli.eboardsolutions.com/SU/WQsVu4LXzHmu1tMuIPRb2w==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Child Nutrition Services
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

☒ Informational

☐ Action

AGENDA ITEM: WELLNESS SCHOOL ASSESSMENT

BACKGROUND INFORMATION:
The U.S. Department of Agriculture (USDA) requires all school districts operating the National School Lunch Program or School Breakfast Program to establish a Local School Wellness Policy and to conduct a Triennial Assessment of this policy by June 30, 2023.

An Assessment was made and scored in 6 areas. The entire Assessment is attached as a reference. Here are the results.

- Nutrition Education: 86%
- Standards of USDA Child Nutrition Programs and School Meals: 92%
- Nutrition Standards for Competitive and Other Foods and Beverages: 70%
- Physical Education and Physical Activity: 87%
- Wellness Promotion and Marketing: 25%
- Implementation, Evaluation and Communication: 88%
- Overall Score: 75%

The biggest areas for growth are in establishing policies for physical activities as punishments or rewards and the use of marketing on school property, educational materials, school publications, fundraising and corporation-incentive programs. Model language is available for policies in these areas are available, should the Board wish to pursue them.

RECOMMENDATION:
Information only.

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	
N/A	N/A	

(Name of funding source and/or location)

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

WellSAT: 3.0

Wellness School Assessment Tool

DISTRICT SCORECARD

Federal Requirement | Farm to School | CSPAP

Section 1: Nutrition Education		
		Rating
NE1	Includes goals for nutrition education that are designed to promote student wellness.	2
NE2	Nutrition education teaches skills that are behavior focused, interactive, and/or participatory.	2
NE3	All elementary school students receive sequential and comprehensive nutrition education. Use N/A if no elementary schools in district.	2
NE4	All middle school students receive sequential and comprehensive nutrition education. Use N/A if no middle schools in district.	2
NE5	All high school students receive sequential and comprehensive nutrition education. Use N/A if no high schools in district.	N/A
NE6	Nutrition education is integrated into other subjects beyond health education	2
NE7	Links nutrition education with the school food environment.	1
NE8	Nutrition education addresses agriculture and the food system.	1
Subtotal for Section 1	**Comprehensiveness Score:** Count the number of items rated as "1"or "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	100%
	Strength Score: Count the number of items rated as "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	86%

Section 2: Standards for USDA Child Nutrition Programs and School Meals		
		Rating
SM1	Assures compliance with USDA nutrition standards for reimbursable school meals.	2
SM2	Addresses access to the USDA School Breakfast Program.	2
SM3	District takes steps to protect the privacy of students who qualify for free or reduced priced meals.	2
SM4	Addresses how to handle feeding children with unpaid meal balances without stigmatizing them.	N/A
SM5	Specifies how families are provided information about determining eligibility for free/reduced priced meals	N/A
SM6	Specifies strategies to increase participation in school meal programs.	1
SM7	Addresses the amount of "seat time" students have to eat school meals.	~~0~~
SM8	Free drinking water is available during meals.	2
SM9	Ensures annual training for food and nutrition services staff in accordance with USDA Professional Standards.	2
SM10	Addresses purchasing local foods for the school meals program.	~~0~~
Subtotal for Section 2	**Comprehensiveness Score:** Count the number of items rated as "1"or "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	100%
	Strength Score: Count the number of items rated as "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	92%

Section 3: Nutrition Standards for Competitive and Other Foods and Beverages		
		Rating
NS1	Addresses compliance with USDA nutrition standards (commonly referred to as Smart Snacks) for all food and beverages sold to students during the school day.	2
NS2	USDA Smart Snack standards are easily accessed in the policy.	2
NS3	Regulates food and beverages sold in a la carte.	2
NS4	Regulates food and beverages sold in vending machines.	N/A
NS5	Regulates food and beverages sold in school stores.	N/A
NS6	Addresses fundraising with food to be consumed during the school day.	2
NS7	Exemptions for infrequent school-sponsored fundraisers.	0
NS8	Addresses foods and beverages containing caffeine at the high school level. Use N/A if no high schools in district.	N/A
NS9	Regulates food and beverages **served** at class parties and other school celebrations in elementary schools. Use N/A if no elementary schools in district.	2
NS10	Addresses nutrition standards for all foods and beverages **served** to students **after** the school day, including, before/after care on school grounds, clubs, and after school programming.	0
NS11	Addresses nutrition standards for all foods and beverages **sold** to students **after** the school day, including before/after care on school grounds, clubs, and after school programming.	0
NS12	Addresses food not being used as a reward.	2
NS13	Addresses availability of free drinking water throughout the school day.	2
Subtotal for Section 3	**Comprehensiveness Score:** Count the number of items rated as "1"or "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	100%
	Strength Score: Count the number of items rated as "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	70%

Section 4: Physical Education Physical Activity		
		Rating
PEPA1	There is a written physical education curriculum for grades K-12.	2
PEPA2	The written physical education curriculum for each grade is aligned with national and/or state physical education standards.	2
PEPA3	Physical education promotes a physically active lifestyle.	2
PEPA4	Addresses time per week of physical education instruction for all elementary school students. Use N/A if no elementary school in district.	2
PEPA5	Addresses time per week of physical education instruction for all middle school students. Use N/A if no middle school in district.	2
PEPA6	Addresses time per week of physical education instruction for all high school students. Use N/A if no high school in district.	N/A
PEPA7	Addresses qualifications for physical education teachers for grades K-12.	2
PEPA8	Addresses providing physical education training for physical education teachers.	2
PEPA9	Addresses physical education exemption requirements for all students.	2
PEPA10	Addresses physical education substitution for all students.	2
PEPA11	Addresses family and community engagement in physical activity opportunities at all schools.	2

PEPA12	Addresses before and after school physical activity for all students including clubs, intramural, interscholastic opportunities.	0
PEPA13	Addresses recess for all elementary school students. Use N/A if no elementary schools in district.	2
PEPA14	Addresses physical activity breaks during school.	2
PEPA15	Joint or shared-use agreements for physical activity participation at all schools.	2
PEPA16	District addresses active transport (Safe Routes to School) for all K-12 students who live within walkable/bikeable distance.	0
Subtotal for Section 4	**Comprehensiveness Score:** Count the number of items rated as "1"or "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	100%
	Strength Score: Count the number of items rated as "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	87%

Section 5: Wellness Promotion and Marketing		
		Rating
WPM1	Encourages staff to model healthy eating and physical activity behaviors.	2
WPM2	Addresses strategies to support employee wellness.	2
WPM3	Addresses using physical activity as a reward.	0
WPM4	Addresses physical activity not being used as a punishment.	0
WPM5	Addresses physical activity not being withheld as a punishment.	0
WPM6	Specifies marketing to promote healthy food and beverage choices.	0
WPM7	Restricts marketing on the school campus during the school day to only those foods and beverages that meet Smart Snacks standards.	2
WPM8	Specifically addresses marketing on school property and equipment (e.g., signs, scoreboards, sports equipment).	0
WPM9	Specifically addresses marketing on educational materials (e.g., curricula, textbooks, or other printed or electronic educational materials).	0
WPM10	Specifically addresses marketing where food is purchased (e.g., exteriors of vending machines, food and beverage cups and containers, food display racks, coolers, trash and recycling containers, etc.).	0
WPM11	Specifically addresses marketing in school publications and media (e.g., advertisements in school publications, on school radio stations, in-school television, computer screen savers, school-sponsored Internet sites, or announcements on the public announcement (PA) system).	0
WPM12	Specifically addresses marketing through fundraisers and corporate-incentive programs (e.g., fundraising programs that encourage students and their families to sell, purchase, or consume products and corporate incentive programs that provide funds to schools in exchange for proof of purchases of company products).	0
Subtotal for Section 5	**Comprehensiveness Score:** Count the number of items rated as "1"or "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	100%
	Strength Score: Count the number of items rated as "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	25%

Section 6: Implementation, Evaluation, and Communication		
		Rating
IEC1	Addresses the establishment of an ongoing district wellness committee.	2
IEC2	Addresses how all relevant stakeholders (parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrator, and the general public) will participate in the development, implementation, and periodic review and update of the local wellness policy.	2
IEC3	Identifies the officials responsible for the implementation and compliance of the local wellness policy.	2
IEC4	Addresses making the wellness policy available to the public.	2
IEC5	Addresses the assessment of district implementation of the local wellness policy at least once every three years.	2
IEC6	Triennial assessment results will be made available to the public and will include: 1. The extent to which schools under the jurisdiction of the LEA are in compliance with the local school wellness policy; 2. The extent to which the LEA's local school wellness policy compares to model local school wellness policies; 3. A description of the progress made in attaining the goals of the local school wellness policy.	2
IEC7	Addresses a plan for updating policy based on results of the triennial assessment.	2
IEC8	Addresses the establishment of an ongoing school building level wellness committee.	0
Subtotal for Section 6	**Comprehensiveness Score:** Count the number of items rated as "1"or "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	100%
	Strength Score: Count the number of items rated as "2." Divide this number by the total number of items, excluding those that are not applicable (N/A). Multiply by 100.	88%

Overall District Policy Score		
		Score
	Comprehensiveness Score: Add the comprehensiveness scores for each of the six sections above and divide this number by 6.	100%
	Strength Score: Add the strength scores for each of the six sections above and divide this number by 6.	75%

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: SCHOOL PLANS FOR STUDENT ACHIEVEMENT (SPSA) FOR THE 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:

The School Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive State and Federal or other applicable funding through the District's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.

- SPSA reports under separate cover -

RECOMMENDATION:

Approve the 2023-2024 School Plans for Student Achievement for La Mirada, Ocean View Hills, Sunset, Willow, Vista Del Mar Middle and San Ysidro Middle Schools.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Goal 2: English Language and Academic Language Development ~ Goal 3 Student Engagement and School Culture ~ Goal 4: Social Emotional Well-Being and Mental Health ~ Goal 5: Parent Engagement

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

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

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE OF ADDITIONAL BENCHMARK ADVANCE MATERIALS FROM BENCHMARK EDUCATION

BACKGROUND INFORMATION:
Benchmark Education Company operates with the firm belief that literacy proficiency changes lives. Its enduring goal is to empower all students with the agency and skills they need to succeed, by publishing innovative literacy resources of the highest quality for learners and educators, advancing knowledge, growth, and achievement.

The agreement with Benchmark Education for the updated version of the Advance Program was approved by our Governing Board on April 13, 2023. Educational Services needs to enter into a purchase agreement with this publisher to order additional materials for teachers and transitional kindergarten students.

RECOMMENDATION:
Approve the purchase of additional Benchmark Advance materials from Benchmark Education at the total cost of $84,045.00 from the Lottery Restricted fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement - Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities. Actions 1.21 and 1.25

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

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

$84,045.00	Lottery Restricted fund
(Amount)	(Name of funding source and/or location)

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

BENCHMARK EDUCATION COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 48989

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

Customer:
SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd
San Ysidro CA 92173-1617
United States

Ship To:
Attn: Adriana Aguilar
SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Rd
San Ysidro CA 92173-1617

Product Code	Title	Price Level	Unit Price	Qty	Total Price
Y53956	Benchmark Advance 2022 (National Edition) Gr. K Classroom w/o Consumables Package Print	Current	$3,200.00	3	$9,600.00
Y53957	Benchmark Advance 2022 (National Edition) Gr. 1 Classroom w/o Consumables Package Print	Current	$3,200.00	3	$9,600.00
Y53958	Benchmark Advance 2022 (National Edition) Gr. 2 Classroom w/o Consumables Package Print	Current	$3,400.00	3	$10,200.00
Y53959	Benchmark Advance 2022 (National Edition) Gr. 3 Classroom w/o Consumables Package Print	Current	$3,400.00	4	$13,600.00
Y53960	Benchmark Advance 2022 (National Edition) Gr. 4 Classroom w/o Consumables Package Print	Current	$3,400.00	3	$10,200.00
Y53961	Benchmark Advance 2022 (National Edition) Gr. 5 Classroom w/o Consumables Package Print	Current	$3,400.00	4	$13,600.00
Y53962	Benchmark Advance 2022 (National Edition) Gr. 6 Classroom w/o Consumables Package Print	Current	$3,400.00	3	$10,200.00
Y32758	Ready to Advance 2018 Transitional Kindergarten (California Edition) Consumables 10 Units 10-Copy Set 1-Year	Current	$100.00	10	$1,000.00
PR991	PD-Free Implementation (Gratis)	On-Site	$0.00	1	$0.00

Subtotal	Sales Tax	Shipping Cost	Total
$78,000.00	$6,045.00	$0.00	$84,045.00 USD

Memo

B E N C H M A R K
E D U C A T I O N
C O M P A N Y
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 48989

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

* The above pricing cannot be combined with any other offers.
* Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
* All digital subscriptions will end on July 31st the last year of the term purchased.
* Any changes, including cancellations to the originally agreed upon PD trainings, must be made at least 10 business days prior to the delivery of the PD trainings. Customized PD changes must be submitted at least 15 business days prior to agreed delivery date and must go through the customized request process. Benchmark Education will do its best to accommodate the requested changes; however, it reserves the right to render services according to the initial agreement. Please note that any changes requested may incur an additional charge or reduction of number of PD training days rendered. Please note that no changes can be requested on site and all requests must go through the Company approval process.

BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 48989

Contact representative
Mechelle Pedregal
Email: mpedregal@benchmarkeducation.com
Office Phone:
Phone: (619) 395-0668

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

- Name of School(s) That Will Use the Subscription(s)
Attach separate document if necessary
- Onboarding Tech Contact Name
- Onboarding Tech Contact E-Mail
- REQUIRED

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

Terms of Service
* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (Please visit this site: https://help.benchmarkuniverse.com/bubateacher/Content/Customer%20Support/Privacy%20Policy.htm?Highlight=privacy).
Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 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

June 22, 2023

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Chula Vista Elite Athlete Training Center	For facility use and tour services during the extended year. (2022-23)	$1,540.00	Special Education and/or ELO-P	Little/Madera
2	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	To provide field welding special inspection services for the HVAC Replacement Project at Sunset Elementary School.	$2,128.00	2021 COPs Refinancing	Iniguez
3	Early Childhood Assessment Profession	To provide professional learning services and instructional coaching for Preschoo teachers and instructional aides. (2023-24)	$27,590.00	CSPP	Little/Reed

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CHULA VISTA ELITE ATHLETE TRAINING CENTER - REVISED

BACKGROUND INFORMATION:
Extended School Year (ESY), a program that is offered to students with special needs per their IEP, will be conducting fieldtrips to the Chula Vista Elite Athlete Training Center located at 2800 Olympic Parkway, Chula Vista, CA 91915 on June 21 and 22, 2023.

The San Ysidro School District will be entering into an agreement with Chula Vista Elite Athlete Training Center as a part of a requirement by the said facility prior to conduct a fieldtrip by the students with special needs during the Extended School Year 2023.

Cost implications increased due to more students attending this field trip. The new amount is $1,540.00.

RECOMMENDATION:
Approve the revised agreement with Chula Vista Elite Athlete Training Center for a facility use and tour services at a cost of $1,540.00 from the Special Education and/or ELO-P funds

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Climate – Action 3.8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment opportunities to support student engagement and school connectedness for all students including unduplicated students.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,540.00	Special Education and/or ELO-P funds
(Amount)	(Name of funding source and/or location)

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

Quote#06 212223

DATE: 06/8/2023
REVISED

Chula Vista Elite Athlete Training Center
2800 Olympic Parkway
Chula Vista, CA 91915
tours@trainatchulavista.com
(619) 482-6220

TO Josie Villegas
District SPED Teacher
619-428-4476 EXT 3072 josefina.villegas@sysdschools.org

EVENT DATE	START TIME	GROUP CONTACT	USE		BALANCE DUE	BALANCE DUE DATE
Wednesday, June 21st & Thursday, June 22nd 2023	9:00am	Josie Villegas	Educational Tour		$1,540.00	Payment must be received no later than 7/24/23 if paying by check with a PO

QTY	ITEM	DESCRIPTION	UNIT PRICE		LINE TOTAL
33	Silver Tour 6/21	Students - 22 Staff - 11	$20.00		$660.00
44	Silver Tour 6/22`	Students - 33 Staff - 11	$20.00		$880.00
77				TOTAL	**$1,540.00**

This is a quotation on the goods named, subject to the conditions noted below:

TERMS & CONDITIONS OF QUOTATION: USER'S OFFER RESULTING FROM CVEATC'S QUOTATION IS EXPRESSLY CONDITIONED UPON USER'S ASSENT TO CVEATC'S STANDARD TERMS AND CONDITIONS. PAYMENT WILL BE COLLECTED PRIOR TO PROVISION OF SERVICES/GOODS DESCRIBED IN THIS QUOTE (SEE PAYMENT SCHEDULE). This quote is based on current information supplied by User about its requirements; actual costs may change once the elements are finalized, negotiated and/or depending on actual use by User. User will be notified of any changes in costs in advance of them being incurred.

Payment Schedule:
Full balance is due 30 days prior to tour, or if paying by Purchase Order (check) no later than 30 days after tour date.

*In case of rain or other inclement weather, your tour may need to be rescheduled. All efforts will be made to reschedule your tour in a timely manner, however we cannot guarantee availability when rescheduling. We do not offer any refunds for tour cancellations/inability to reschedule or for no-show guests.

Please confirm your acceptance of this quote by signing this document in the space provided below.

X _____ Date: _____

San Ysidro School District's Authorized Representative: Marilyn Adrianzen, CBO

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 22, 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 NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS AGREEMENT

BACKGROUND INFORMATION:
The HVAC/Bard units located at Sunset School needed to be replaced due to end of life and potential occupational safety concern if not addressed.

On June 10, 2021, the Governing Board approved an agreement with Jackson & Blanc for an HVAC Project at Sunset School. Four HVAC units have been installed and do not require DSA inspection services. The largest HVAC unit that is located above the multipurpose room requires DSA inspection and certified welding inspection.

Ninyo & Moore Geotechnical & Environmental Sciences Consultants will provide field welding special inspection services during installation of the fourth replacement HVAC unit. The estimated fee for the services associated with this project will be $2,128.00

RECOMMENDATION:
Approve the agreement with Ninyo & Moore Geotechnical & Environmental Sciences Consultants Agreement to provide field welding special inspection services for the HVAC Replacement Project at Sunset Elementary School. The estimated fee for the services is $2,128.00 from the 2021 COPs Refinancing Funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

ESTIMATE	
$2,128.00	2021 COPS Refinancing Funds
(Amount)	(Name of funding source and/or location)

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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of June 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Ninyo & Moore Geotechnical & Environmental Sciences	858-576-1000
Company/Consultant	Telephone Number
5710 Ruffin Road, San Diego, CA 92123	www.ninyoandmoore.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: June 23, 2023 To: June 30, 2024 or upon completion which ever happens first

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 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: 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:	**Ninyo & Moore**	
Name:	Jeffrey T. Kent, PE, GE	
Title:	Principal Engineer	
Address:	5710 Ruffin Road	
City/State/Zip Code:	San Diego, CA 92123	
Telephone:	858-576-1000	
Email:	jkent@ninyoand moore.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	**DISTRICT**
Ninyo & Moore	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
	Board Approved:

Revised 08-01-2020

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

June 14, 2023
Proposal No. 02-03113

Dr. Jose Iniguez
Warner Unified School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Proposal for Special Inspection Services
Sunset Elementary School HVAC Replacement
3825 Sunset Lane, San Ysidro, California
DSA Application No. 04-120809

Dear Dr. Iniguez:

In accordance with your request, we are pleased to submit this proposal to provide special inspection services during the construction of the Heating, Ventilation, and Air Conditioning (HVAC) Replacement project at the Sunset Elementary School campus in San Ysidro, California. Based on a review of the project documents, the project includes the replacement of four rooftop HVAC units. Three of the units have already been installed, however, special inspection services were not needed for those three. Our services are to focus on providing field welding special inspection services during installation the fourth replacement HVAC unit. Special inspection of the shop welding is to be performed by others.

Our estimated fee and scope of services was prepared based on our review of the project plans and the Division of the State Architect (DSA) Form 103 (DSA approval date of March 24, 2022). Our proposal was prepared without the benefit of a project construction schedule. After the formulation of a project schedule, our hours, scope, and fee may be re-evaluated.

SCOPE OF SERVICES

We propose to provide the following special inspection services during construction of the project:

- Providing special inspection during the field welding operations. Welding inspection will include review of the project plans and shop drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality.
- Providing engineering consultation and project management, including distribution of field reports.
- Preparing a Final Verified Report for submittal to DSA for proper project closeout.

ASSUMPTIONS

Our fee estimate is based on the following assumptions:

- This project is subject to San Diego's Prevailing Wage Determination Year SD-23-63-3-2023-1D.
- Work will be performed during normal business days (Monday through Friday) and during normal business hours.
- Special inspection of the shop welding is to be performed by others.

ESTIMATED FEE

The special inspection services described above will be provided on a time and materials basis accrued in accordance with the attached Schedule of Fees. The estimated fee for the services associated with this project will be $2,138 (Two Thousand One Hundred Thirty-Eight Dollars). A breakdown of this fee is presented in the attached Table 1.

Our estimated costs are based on our assumptions of the anticipated services and do not include stand-by time or costs associated with retesting or reinspecting materials that were found to not be in compliance with the project plans and/or specifications. Our services will depend on the construction schedule and the contractor's operations. It should be noted that the performance of the contractor can substantially affect the duration of our services. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided based on time and materials. Our fee does not include time to review drawings, preparation of construction specifications, meetings and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward to us your executed contract documents.

Respectfully submitted,
NINYO & MOORE

Christine M. Kuhns, PE
Project Engineer

Jeffrey T. Kent, PE, GE
Principal Engineer

CMK/JTK/mp

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees

Table 1 – Breakdown of Estimated Fee						
Field Services						
Structural Steel/Welding, Special Inspector	12 hours	@	$120.00	/hour	$	1,440.00
Field Vehicle	12 hours	@	$15.00	/hour	$	180.00
			Subtotal		**$**	**1,620.00**
Project Coordination, Management, and Technical Support						
Principal Engineer/Geologist	1 hour	@	$188.00	/hour	$	188.00
Project Engineer/Geologist	2 hours	@	$165.00	/hour	$	330.00
			Subtotal		**$**	**518.00**
TOTAL ESTIMATED FEE					**$**	**2,138.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 188
Senior Engineer/Geologist/Environmental Scientist	$ 178
Senior Project Engineer/Geologist/Environmental Scientist	$ 173
Project Engineer/Geologist/Environmental Scientist	$ 165
Senior Staff Engineer/Geologist/Environmental Scientist	$ 150
Staff Engineer/Geologist/Environmental Scientist	$ 134
GIS Analyst	$ 123
Technical Illustrator/CAD Operator	$ 98

Field Staff

Certified Asbestos/Lead Technician	$ 173
Field Operations Manager	$ 135
Nondestructive Examination Technician (UT, MT, LP)	$ 130
Supervisory Technician	$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 120
Senior Technician	$ 120
Technician	$ 120

Administrative Staff

Information Specialist	$ 83
Geotechnical/Environmental/Laboratory Assistant	$ 81
Data Processor	$ 71

Other Charges

Concrete Coring Equipment (includes technician)	$ 220/hr
Anchor Load Test Equipment (includes technician)	$ 220/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 12/hr
X-Ray Fluorescence	$ 70/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 220
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x2 cube compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 225
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EARLY CHILDHOOD ASSESSMENT PROFESSIONALS, INC.

BACKGROUND INFORMATION:
The Preschool Program is requesting approval to enter into a services agreement with Susan McGraw, Director of Early Childhood Assessment Professionals, Inc. to provide professional learning sessions, face to face classroom support, and mock CLASS assessments for Preschool teachers and instructional aides during the 2023-24 school year.

Professional learning sessions for preschool staff include the following:

- The Fundamentals of Using the Environment and the CLASS Assessment Tools in High Quality Preschool Classrooms
- Overview of the CLASS Rating Tools
- Learning Environments for Preschools while focusing on CLASS
- Optimizing Learning through Free Play while promoting High Quality Interactions & Relationships
- Classroom Organizations/Routines & Transitions
- The Instructional Support Domain-A Deep Dive into Concept Development, Language Modeling, & Quality Feedback

Cost implications to be paid from the CSPP fund for Preschool teachers and instructional aides for a total of $27,590.00.

RECOMMENDATION:
Approve the service agreement with Susan McGraw dba Early Childhood Assessment Professionals, Inc. for professional learning services and instructional coaching for Preschool teachers and instructional aides during the 2023-24 school year at the total cost of $27,590.00 from the CSPP funds.

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	

$27,590.00	Preschool & Child Development CSPP Fund
(Amount)	(Name of funding source and/or location)

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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of June, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Susan McGraw dba Early Childhood Assessment Professionals	619-962-7973
Company/Consultant	Telephone Number
2149 N. Slope Ter, Spring Valley, CA 91977	Progressiveearlyassessments.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 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 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 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:	**Early Childhood Assessment Professionals**	
Name:	Susan McGraw	
Title:	Founder, Owner	
Address:	2149 N. Slope Ter	
City/State/Zip Code:	Spring Valley, CA 91977	
Telephone:	619-962-7973	
Email:	susan@ecapinfo.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	
Title:	Chief Business Official	Director of Preschool & Child Development
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 x3583
Email:	Marilyn.adrianzen@sysdschools.org	

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Early Childhood Assessment Professionals
Firm Name

Signature of Authorized Agent

Susan McGraw, Owner
Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved: 06-22-23

Revised 08-01-2020

Workshop #1: **The Fundamentals of Using the Environment and the CLASS Assessment Tools in High Quality Preschool Classrooms**- This three- and half-hour workshop will be full of information on how to build upon the foundation of the Early Childhood Environmental Rating Scale while focusing on high quality interactions and relationships between staff and children (CLASS). Focus will be the importance of the environment in order to promote interactions and forming relationships with the children in the classroom. A few tips on how to quickly improve quality in your classroom using research-based facts from Caring for Our Children. Caring for Children is published by the National Health and Safety Performance Standards Guidelines for Early Care and Education Programs will also be shared. Time will be allocated for questions at the end of the workshop. Information pertaining to how the ECERS and CLASS have similar indicators for high quality interactions will be shared. The workshop is geared for all Early Childhood Educators including Special Education staff with all levels of knowledge of the ECERS and CLASS

Presenter: Susan McGraw, Director of Early Childhood Assessment Professionals with over 18 years of experience using the ECERS and CLASS to improve quality in Early Childhood classrooms across California.

Workshop #2: Overview of the CLASS rating tools –CL During the two-hour workshop participants will learn about the CLASS assessment tool including how scoring works, the different domains and dimensions that are measured during a CLASS observation. The workshop is geared for all Early Childhood Educators including Special Education staff with all levels of knowledge of the CLASS.

Presenter: Susan McGraw, Director of Early Childhood Assessment Professionals with over 18 years of experience using the ECERS and CLASS to improve quality in Early Childhood classrooms across California.

Workshop #3 Learning Environments for Preschools while focusing on CLASS - In this 2-hour workshop participants will spend time taking a look at the various activity areas typically found in an Early Childhood classroom and exploring ideas on how to improve the experience for the children playing in them. Topics will include what materials an educator may want to provide in each area, how to facilitate learning in the areas using CLASS dimensions, and how to set up the classroom to maximize play and learning.

Presenter: Susan McGraw, Director of Early Childhood Assessment Professionals with over 18 years of experience using the ECERS and CLASS to improve quality in Early Childhood classrooms across California.

Workshop #4: Optimizing Learning Through Free Play while promoting high quality interaction and relationships (CLASS) This two-hour workshop will build upon prior knowledge shared in the previous workshops or from the participants' knowledge of the CLASS to discuss the importance of providing free play throughout the Early Childhood classroom's daily schedule. Information will be shared regarding the latest research on the importance of play in Early Childhood learning environments, how to build in time to the daily schedule allowing free play while still meeting teaching requirements, and how to facilitate learning during free play activities.

Presenter: Susan McGraw, Director of Early Childhood Assessment Professionals with over 17 years of experience using the ECERS and CLASS to improve quality in Early Childhood classrooms across California.

Workshop #5: Classroom Organization/Routines and Transitions - The participants of this two-hour workshop will glean valuable information regarding the importance of establishing daily routines into their daily preschool schedule in order to promote relationships and interactions. We will also spend time discussing transitions (entering classroom, handwashing, exiting classroom, etc.) and how best to maximize learning time.

Presenter: Susan McGraw, Director of Early Childhood Assessment Professionals with over 18 years of experience using the ECERS and CLASS to improve quality in Early Childhood classrooms across California.

Workshop #6: The Instructional Support Domain – A Deep Dive into Concept Development, Language Modeling and Quality of Feedback: T. Teaching staff will learn a deeper understanding of Concept Development, Language Modeling and Quality of Feedback. The teaching staff will spend time exploring what it means to analyze and reason in a preschool classroom. Ideas will be shared on how teachers can help facilitate children's higher-order thinking through analysis and reasoning in everyday tasks, not just during science experiments. Language Modeling and Quality of Feedback will also be discussed with simple ways to promote speech and language development in the classroom.

Presenter: Susan McGraw, Director of Early Childhood Assessment Professionals with over 18 years of experience using the ECERS and CLASS to improve quality in Early Childhood classrooms across California.

Ms. McGraw has a Master of Education with an emphasis on Early Learning and Curriculum from the University of Missouri. In addition, Ms. McGraw is the founder of a successful assessment and professional development company which provides assessments across California. Ms. McGraw is a former Child Development instructor for Southwestern College and operated four childcare centers in San Diego for over 10 years. She has a deep understanding of child development and the importance of high-quality Early Childhood Education in a child's life. She is strong advocate for all children, families, and teaching staff in their desires for high quality preschool experiences.

Costs Associated with Proposed Workshops, face to face classroom support, and mock CLASS assessments provided by Susan McGraw, Director of Early Childhood Assessment Professionals.

Cost for 13 ½ hours of proposed workshops including all materials needed for the workshops (excluding CLASS manuals): **$6750.**

Cost for 2 hours of face to face in the classroom support: **$460** per two-hour session

Cost for mock CLASS assessment: **$400** per assessment

Proposal # 1: Six (6) workshops, seventeen (17) mock CLASS assessments performed in August and September, and seventeen (17) classrooms receiving two hours of support **- $21370.**

Six workshops presented for July, October, November, January, February, March: **$6750**

Seventeen mock CLASS Assessments: **$6800**

Seventeen classrooms receiving 2 hours of classroom support: **$7820.**

Proposal #2: : Six (6) workshops, thirteen (13) mock CLASS assessments performed in August and September, and seventeen (17) classrooms receiving four hours of support - $27,590

Six workshops presented for July, October, November, January, February, and March: **$6750**

Thirteen mock CLASS Assessments for General Education Classes only: **$5200**

Seventeen classrooms receiving 4 hours of classroom support: **$15640.**

= $27,590.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH KEENAN & ASSOCIATES FOR PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES

BACKGROUND INFORMATION:
Southern California Relief Regional Liability Excess Fund (SCR) Joint Powers Authority (JPA) is a non-profit member-owned and operated JPA providing risk management services to public schools. SCR JPA is managed by Keenan & Associates for the District's property and liability coverage.

The term of this agreement is from July 1, 2023 to June 30, 2026.

RECOMMENDATION:
Approve the renewal agreement with Keenan & Associates to provide Property and Casualty Claims Administration Services from July 1, 2023 to June 30, 2026 in an estimated amount of $700,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ESTIMATED $700,000.00 (Amount)	General (Name of funding source and/or location)	

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

PROPERTY AND CASUALTY
CLAIMS ADMINISTRATION SERVICES AGREEMENT

This **Property and Casualty Claims Administration Services Agreement** ("Agreement") is made and entered into by and between **San Ysidro Unified School District** ("Client") and **Keenan & Associates** ("Keenan"), as of **July 1, 2023** ("Effective Date"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from **July 1, 2023** through **June 30, 2026** ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

Exhibit A-1 – Administrative Services ☒
Exhibit A-2 – Adjustment Services ☒
Exhibit A-3 – Investigative Services ☒
Exhibit A-4 – Additional Investigative Services ☒

B. The Claims that are covered by this Agreement include all currently open claims and those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the "Coverage") provided by the Insurance Policy or Memorandum of Coverage issued by **Southern California ReLiEF**. Such claims shall be referred to hereafter as "Claims."

C. Keenan shall perform its obligations hereunder as an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage.

D. Keenan's services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement. Except for Keenan's responsibilities with respect to funds obtained from or held on behalf of Client, Keenan shall not be a fiduciary of Client.

E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.

B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.

C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.

D. If a trust account is opened by Keenan on behalf of the Client, Client hereby agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount sufficient to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client if there are any deficiencies in the minimum balance of the trust account when Claims exceed the account balance. All deficiencies in the minimum balances in the trust account are due and payable upon receipt of notice from Keenan. Client hereby agrees to provide funds to sufficiently fund the trust account in a timely manner. Keenan shall not, under any circumstances or occurrences, be responsible for funding any deficiencies in the trust account; nor, shall it be responsible for the payment of any appropriate and properly submitted Claims.

E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.

F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

A. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;

B. General Liability: Coverage (including motor vehicle operation) with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability; and

C. Errors and Omissions: Coverage with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

D. Cyber Liability/Privacy: Coverage with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in San Diego County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.

B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. **TERMINATION**

A. This Agreement may be terminated upon the occurrence of any of the following events:

i. By either party upon the dissolution or insolvency of either party;

ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);

iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to

conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.

v. Either party shall have the right to terminate at any time without cause or penalty upon sixty (60) days prior written notice to the other party.

B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.

C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. DISPOSITION OF FILES

A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.

B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. OWNERSHIP OF RECORDS

A. Records of the services provided under this Agreement shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.

B. In the event of the expiration or termination of this Agreement, Keenan shall return all Client files except as may otherwise be agreed to, in writing, between Keenan and Client.

12. SOLICITATION OF EMPLOYEES

During the Term and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided,

however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations of advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

13. MARKETING

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

14. OTHER RELATIONSHIPS

A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.

B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.

C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

15. GENERAL

A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 15 shall, however, be

interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.

C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.

D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.

E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.

G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.

H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service or electronic mail. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department

I. This Agreement may be executed in counterparts and by electronic signatures.

J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

San Ysidro Unified School District			**Keenan & Associates**	
Signature:			**Signature:**	
By:	**Marilyn Adrianzen**		**By:**	**Eric J. Lucas, Esq**
Title:	**CBO**		**Title:**	**Vice President**
Address:	**4350 Otay Mesa Road**		**Address:**	**2355 Crenshaw Blvd., Ste. 200**
	San Ysidro, CA 92713			**Torrance, CA 90501**
Attention:	**Marilyn Adrianzen**		**Attention:**	**Greg Trapp**
Telephone:	619-428-4476		**Telephone:**	
E-mail:	**marilyn.adrianzen@sysdschools.org**		**E-mail:**	**gtrapp@keenan.com**

Board approved:

EXHIBIT A-1
ADMINISTRATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:

   A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.

   B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.

   C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.

EXHIBIT A-2
ADJUSTMENT SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:

   A. The maintenance of a file on each Claim reported to Keenan.

   B. Periodic review and adjustment of reserves on all open Claims.

   C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.

   D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.

   E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.

   F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the "Memorandum of Coverage" or "Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.

   G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.

   H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.

   I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.

EXHIBIT A-3
INVESTIGATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:

   A. Receipt and examination of all reports of Claims.

   B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.

   C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.

   D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.

2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.

EXHIBIT A-4
ADDITIONAL INVESTIGATIVE SERVICES

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:

   A. Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").

2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.

3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.

EXHIBIT A-5
SECTION 111 REPORTING SERVICES

1. Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("Section 111") requires the reporting of certain liability settlements and/or payments to the Center for Medicare Services ("CMS"). Client is the Responsible Reporting Entity ("RRE"), as defined under Section 111, for any liability payment or settlement made by it from its own funds.

   For each claim managed by Keenan under the Agreement, Keenan shall, in its capacity as TPA, perform the following services:

   a. Determine whether or not a Section 111 report ("Report") must be filed; and

   b. File any required Reports on behalf of Client.

2. When a claim payment or settlement exceeds Client's retained limit or deductible ("MRL/Deductible"), Keenan, as Client's TPA, shall file a Report with respect to the portion of the payment made from the client's MRL/Deductible. The coverage provider, **Southern California ReLiEF**, is responsible for submitting a Report with respect to any payments made by the coverage provider.

3. It is the Client's responsibility to timely provide Keenan with all information in its possession that is required for the filing of a 111 Report. Keenan shall not be responsible for any penalty or fine that is assessed for a failure to file a timely, accurate and/or complete Report if such failure was the result of the failure of the Client or any third party to provide Keenan with all information necessary to file a timely, accurate, and complete Report.

4. Keenan cannot issue a payment to a claimant until all information required for the filing of a Report has been received.

5. Keenan shall have no responsibility to file a Report for any payment or settlement made by Client without the involvement of Keenan. In such cases, Client, or its designee, shall be solely responsible for its own Section 111 compliance. This includes, without limitation, the determination of whether or not a Report must be submitted, as well as the preparation and submission of all required Reports.

EXHIBIT B
COMPENSATION

1. Client agrees to pay Keenan fees calculated as follows:

   A. For the period of **July 1, 2023-June 30, 2024**:

V.P./A.V.P./Claims Manager -	$ 104.40 per billing
Senior Claims Examiner -	$ 98.48. per billing
Claims Examiner -	$ 87.03 per billing
Expenses -	45% of hourly billings
Minimum per file charge	One hour

2. Fees for subsequent contract years, as applicable, will be determined based upon Keenan's then-current hourly rate. Keenan shall provide Client notice of the rates for subsequent years at least sixty (60) days before the beginning of the applicable contract year.

3. Invoices will be issued quarterly for fees for time and expense actually accrued, if any, and are due and payable upon receipt of the invoice.

4. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NWEA FOR THE IMPLEMENTATION OF THE MAP READING FLUENCY PROGRAM

BACKGROUND INFORMATION:

NWEA is a research-based, mission-driven organization that supports students and educators worldwide by creating assessment solutions that precisely measure growth and proficiency—and provide insights to help tailor instruction. For 40 years, NWEA has developed Pre-K–12 assessments and professional learning offerings to help advance all students along their optimal learning paths.

MAP Reading Fluency is part of the Early Literacy Solution from NWEA and provides a clear view of early literacy skills and learning needs. This program helps teachers to get precise, reliable insights to support early readers while maximizing valuable instructional time.

Educational Services is requesting approval to enter into an agreement with NWEA to implement the MAP Reading Fluency Program at all our elementary schools for one year 2023-24. Online agreement attached.

RECOMMENDATION:

Approve the agreement with NWEA for 2023-24 implementation of the MAP Reading Fluency Program for our elementary schools at the total cost of $46,400.00 from the Learning Recovery Block Grant.

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

$46,400.00	Learning Recovery Block Grant
(Amount)	(Name of funding source and/or location)

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

NWEA, a division of Houghton Mifflin Harcourt Publishing Company

Schedule A

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date: Quote Number:	05/16/2023 00081202
Start Date: End Date:	07/01/2023 06/30/2024	Agency Code:	
Prepared By: Phone: Email:	Gina Connors (310) 529-2946 gina.connors@nwea.org	Contact Name: Phone: Email:	Russell Little (619)428-4447 russell.little@sysdschools.org
Bill To Name: Bill To Address:	San Ysidro School District 4350 Otay Mesa Rd San Ysidro, CA 92173	Ship To Name: Ship To Address:	San Ysidro School District 4350 Otay Mesa Rd San Ysidro, CA 92173

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Reading Fluency Stand-Alone	$9.00	$8.10	2,400	$19,440.00	*-$2,160.00*
Online MAP Reading Fluency Basics	$500.00	$500.00	1	$500.00	*-$0.00*
Virtual (2-hour session, up to 30 participants) MAP Reading Fluency- Basics for Teachers	$1,260.00	$1,260.00	5	$6,300.00	*-$0.00*
Virtual (2-hour session, up to 30 participants) MAP Reading Fluency- Essential Reports for Teachers	$1,260.00	$1,260.00	5	$6,300.00	*-$0.00*
MRF Essential Reports for Leaders Virtual (1-hour session, up to 30 participants)	$630.00	$630.00	1	$630.00	*-$0.00*
MRF Essential Reports: Student Goal Setting Virtual (2-hour session, up to 30 participants)	$1,260.00	$1,260.00	5	$6,300.00	*-$0.00*
MRF Essential Reports Comparing Data for Leaders Virtual (1-hour session, up to 30 participants)	$630.00	$630.00	1	$630.00	*-$0.00*
Virtual (2-hour session, up to 30 participants) MAP Reading Fluency- Informing Instruction Responsive Planning	$1,260.00	$1,260.00	5	$6,300.00	*-$0.00*

Quote Discount	*-$2,160.00*
Quote Subtotal	$46,400.00
Estimated Tax	$0.00
Grand Total	**$46,400.00**

Notes

SY 23-24 - MAP Reading Fluency - includes English and Spanish versions, Dyslexia Screener, Progress Monitoring. One time implementation included. MAP Reading Fluency Online Basics is one time set up fee for online, on-demand learning. Virtual, facilitated Professional Learning included for 5 Elementary Sites for year 1 implementation.

Terms and Conditions

This Schedule A is subject to the terms and conditions located at: https://legal.nwea.org/ (the “Agreement”) for the Products and Services listed above. By signing this Schedule A, you agree you have read, understand, and agree to the terms of the Agreement.

General. Product and Onsite/Virtual Services-specific terms are located at: http://legal.nwea.org/msa_supplemental_terms.pdf.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address or specify changes to your Account Manager.

Signature

Signature: _____ Printed Name: Marilyn Adrianzen

Date: _____ Title CBO

Board approved:

NWEA® Website Terms of Use
Last Modified: October, 29, 2020

Acceptance of the Terms of Use
Welcome to the website of NWEA ("Company", "we" or "us"). The following terms and conditions (these "Terms of Use"), govern your access to and use of the website at www.nwea.org, including any content, functionality and services offered on or through the website, if any (the "Website").

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, set forth above incorporated herein by reference ("Privacy Policy"). If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

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Trademarks

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- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses [or screen names] associated with any of the foregoing).
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- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
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- Otherwise attempt to interfere with the proper working of the Website.

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If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification
You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

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All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).
Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oregon and County of Multnomah. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims
ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability
No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.
If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement
The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Northwest Evaluation Association with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: REVISED LICENSE SUBSCRIPTIONS FROM RENAISSANCE LEARNING, INC.

BACKGROUND INFORMATION:

Renaissance Learning, Inc. is a global leader in PreK-12 education technology. It was founded on the belief that technology plays an important role in the service of learning. More than 40 percent of US schools rely on Renaissance solutions for data and insights to equitably move learning toward.

The purchase of these subscriptions was approved by the Governing Board on May 30, and it needs to be revised to include additional products/services for all schools.

Renaissance license subscriptions include:

Renaissance Renewal Package:	**Illuminate Renewal Package:**
• Accelerated Reader	• District Wide Access
• myON Student Subscription	• DnA+ Inspect Premium
• Star Elementary Bundle (English/Spanish)	• Fastbridge-BHV
• Data Integration/Platform Services	• Professional Services (3 virtual consultations, 5 Learning Communities per year)
• Smart Start Product Training	

Cost implications for this 3-year license subscription include: $276,486.73 for Renaissance and $156,958.57 for Illuminate, which will be paid with annual payments.

RECOMMENDATION:

Approve the revised 3-year license subscriptions from Renaissance Learning, Inc. at the total cost of $433,445.30 from the Learning Recovery Block Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 1.10: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

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

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

$433,445.30	Learning Recovery Block Grant
(Amount)	(Name of funding source and/or location)

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

Renaissance

Quote
2977790

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

San Ysidro Elementary School Dist - 270713
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617
Contact: Luis Ramos - (619) 428-4476
Email: luis.ramos@sysdschools.org

Reference ID: 485337

Quote Summary	
School Count: 7	
Renaissance Products & Services Total	$428,271.92
Applied Discounts	$(151,785.19)
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $276,486.73**

This quote includes: myON, Renaissance Accelerated Reader, Renaissance Star CBM Math, Renaissance Star CBM Reading, Renaissance Star Early Literacy, Renaissance Star Math and Renaissance Star Reading.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice https://docs.renaissance.com/R63871

To accept this offer and place an order, please sign and return this Quote.
Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	San Ysidro Elementary School Dist - 270713
Ted Wolf	By:
Name: Ted Wolf	Name: Marilyn Adrianzen
Title: VP - Corporate Controller	Title: CBO
Date: 6/7/2023	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.
Bill To:

If changes are necessary, or additional information is required, please contact your account executive Lisa Vasil at (760)268-9692, Thank You.

Renaissance

Quote
2977790

PO Box 8036, Wisconsin Rapids, WI 54495-8036
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Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

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All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

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Quote
2977790

Quote Details

Applications

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Quote Year 1					
Accelerated Reader Subscription	09/01/2023 - 08/31/2024	3,676	$7.70	$(9,209.62)	$19,095.58
myON Student Subscription	09/01/2023 - 08/31/2024	3,676	$15.75	$(34,371.87)	$23,525.13
Star Elementary Suite Subscription	09/01/2023 - 08/31/2024	3,676	$12.50	$(3,222.62)	$42,727.38
			Quote Year 1 Subtotal	**$(46,804.11)**	**$85,348.09**
Quote Year 2					
Accelerated Reader Subscription	09/01/2024 - 08/31/2025	3,676	$7.93	$(8,318.35)	$20,832.33
myON Student Subscription	09/01/2024 - 08/31/2025	3,676	$15.75	$(32,914.57)	$24,982.43
Star Elementary Suite Subscription	09/01/2024 - 08/31/2025	3,676	$12.88	$(3,222.63)	$44,124.25
			Quote Year 2 Subtotal	**$(44,455.55)**	**$89,939.01**
Quote Year 3					
Accelerated Reader Subscription	09/01/2025 - 08/31/2026	3,676	$8.16	$(9,207.85)	$20,788.31
myON Student Subscription	09/01/2025 - 08/31/2026	3,676	$15.75	$(31,457.31)	$26,439.69
Star Elementary Suite Subscription	09/01/2025 - 08/31/2026	3,676	$13.25	$(3,222.63)	$45,484.37
			Quote Year 3 Subtotal	**$(43,887.79)**	**$92,712.37**
			Applications Total	**$(135,147.45)**	**$267,999.47**

Platform Services

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Quote Year 1					
Annual All Product Renaissance Platform	09/01/2023 - 08/31/2024	7	$750.00	$(2,420.88)	$2,829.12
			Quote Year 1 Subtotal	**$(2,420.88)**	**$2,829.12**
Quote Year 2					
Annual All Product Renaissance Platform	09/01/2024 - 08/31/2025	7	$750.00	$(2,420.88)	$2,829.12
			Quote Year 2 Subtotal	**$(2,420.88)**	**$2,829.12**
Quote Year 3					
Annual All Product Renaissance Platform	09/01/2025 - 08/31/2026	7	$750.00	$(2,420.98)	$2,829.02
			Quote Year 3 Subtotal	**$(2,420.98)**	**$2,829.02**
			Platform Services Total	**$(7,262.74)**	**$8,487.26**

Renaissance

Quote
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Data Integration Services					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Quote Year 1					
Custom Data Integration Level 4 Maintenance	09/01/2023 - 08/31/2024	1	$3,125.00	$(3,125.00)	$0.00
		Quote Year 1 Subtotal		**$(3,125.00)**	**$0.00**
Quote Year 2					
Custom Data Integration Level 4 Maintenance	09/01/2024 - 08/31/2025	1	$3,125.00	$(3,125.00)	$0.00
		Quote Year 2 Subtotal		**$(3,125.00)**	**$0.00**
Quote Year 3					
Custom Data Integration Level 4 Maintenance	09/01/2025 - 08/31/2026	1	$3,125.00	$(3,125.00)	$0.00
		Quote Year 3 Subtotal		**$(3,125.00)**	**$0.00**
		Data Integration Services Total		**$(9,375.00)**	**$0.00**

Professional Services					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Quote Year 1					
Renaissance Smart Start Product Training (included with purchase)		7	$0.00	$0.00	$0.00
		Quote Year 1 Subtotal		**$0.00**	**$0.00**
Quote Year 2					
Renaissance Smart Start Product Training (included with purchase)		7	$0.00	$0.00	$0.00
		Quote Year 2 Subtotal		**$0.00**	**$0.00**
Quote Year 3					
Renaissance Smart Start Product Training (included with purchase)		7	$0.00	$0.00	$0.00
		Quote Year 3 Subtotal		**$0.00**	**$0.00**
		Professional Services Total		**$0.00**	**$0.00**

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Quote
2977790

Subscription Summary	
Accelerated Reader Enterprise Real Time	**Student Capacity / Quantity**
Quote Year 1	
La Mirada Elementary School - 270701	526
Ocean View Hills Elementary School - 1394529	526
San Ysidro Middle School - 270709	520
Smythe Elementary School - 270700	526
Sunset Elementary School - 270707	526
Vista Del Mar Middle School - 3251064	526
Willow Elementary School - 270703	526
Quote Year 1 Total	**3,676**
Quote Year 2	
La Mirada Elementary School - 270701	526
Ocean View Hills Elementary School - 1394529	526
San Ysidro Middle School - 270709	520
Smythe Elementary School - 270700	526
Sunset Elementary School - 270707	526
Vista Del Mar Middle School - 3251064	526
Willow Elementary School - 270703	526
Quote Year 2 Total	**3,676**
Quote Year 3	
La Mirada Elementary School - 270701	526
Ocean View Hills Elementary School - 1394529	526
San Ysidro Middle School - 270709	520
Smythe Elementary School - 270700	526
Sunset Elementary School - 270707	526
Vista Del Mar Middle School - 3251064	526
Willow Elementary School - 270703	526
Quote Year 3 Total	**3,676**
Accelerated Reader Enterprise Real Time Total	**11,028**
myON Per Student	**Student Capacity / Quantity**
Quote Year 1	
La Mirada Elementary School - 270701	526
Ocean View Hills Elementary School - 1394529	526
San Ysidro Middle School - 270709	520
Smythe Elementary School - 270700	526

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
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Sunset Elementary School - 270707	526
Vista Del Mar Middle School - 3251064	526
Willow Elementary School - 270703	526
Quote Year 1 Total	**3,676**
Quote Year 2	
La Mirada Elementary School - 270701	526
Ocean View Hills Elementary School - 1394529	526
San Ysidro Middle School - 270709	520
Smythe Elementary School - 270700	526
Sunset Elementary School - 270707	526
Vista Del Mar Middle School - 3251064	526
Willow Elementary School - 270703	526
Quote Year 2 Total	**3,676**
Quote Year 3	
La Mirada Elementary School - 270701	526
Ocean View Hills Elementary School - 1394529	526
San Ysidro Middle School - 270709	520
Smythe Elementary School - 270700	526
Sunset Elementary School - 270707	526
Vista Del Mar Middle School - 3251064	526
Willow Elementary School - 270703	526
Quote Year 3 Total	**3,676**
myON Per Student Total	**11,028**
Star Elementary Suite	**Student Capacity / Quantity**
Quote Year 1	
La Mirada Elementary School - 270701	526
Ocean View Hills Elementary School - 1394529	526
San Ysidro Middle School - 270709	520
Smythe Elementary School - 270700	526
Sunset Elementary School - 270707	526
Vista Del Mar Middle School - 3251064	526
Willow Elementary School - 270703	526
Quote Year 1 Total	**3,676**
Quote Year 2	
La Mirada Elementary School - 270701	526
Ocean View Hills Elementary School - 1394529	526

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Phone: (800) 338-4204 | Fax: (877) 280-7642
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San Ysidro Middle School - 270709	520
Smythe Elementary School - 270700	526
Sunset Elementary School - 270707	526
Vista Del Mar Middle School - 3251064	526
Willow Elementary School - 270703	526
Quote Year 2 Total	**3,676**
Quote Year 3	
La Mirada Elementary School - 270701	526
Ocean View Hills Elementary School - 1394529	526
San Ysidro Middle School - 270709	520
Smythe Elementary School - 270700	526
Sunset Elementary School - 270707	526
Vista Del Mar Middle School - 3251064	526
Willow Elementary School - 270703	526
Quote Year 3 Total	**3,676**
Star Elementary Suite Total	**11,028**

RENAISSANCE

June 7, 2023

San Ysidro Elementary School District
Luis Ramos
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617

Dear: Luis Ramos

Renaissance is pleased to work with San Ysidro Elementary School District to allow the following payment terms for quote 2977790.

1. Invoices will be sent according to the following schedule:

Description	Invoice Date	Due Date	Amount
1st Invoice	July 1, 2023	July 30, 2023	$88,177.21
2nd Invoice	July 1, 2024	July 30, 2024	$92,768.13
3rd Invoice	July 1, 2025	July 30, 2025	$95,541.39
		Totals:	**$276,486.73**

Renaissance will invoice according to the schedule above. If your organization requires a purchase order, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to each respective Invoice Date. Payment is due net 30 days from the Invoice Date.

2. If your billing address is different from the address at the top of this Quote, please add that billing address below.

3. Send all payments to:
   Renaissance
   P.O. Box 8036
   Wisconsin Rapids, WI 54495-8036

Please sign and return this schedule along with any other appropriate paperwork to process the order. Please retain one completed copy of the paperwork for your records. Fax a copy to the attention of: Order Services at 877-280-7642. Or email a copy to electronicorders@renaissance.com or mail a copy to: Renaissance, 2911 Peach Street, Wisconsin Rapids, WI 54494. If you have any questions, please contact me at 760-268-9692

Thank you, Lisa Vasil

Please check here if your organization requires a purchase order prior to invoicing: [X]

AGREED TO:

Renaissance

By: Ted Wolf

Date: June 7, 2023

Name: Ted J. Wolf
VP-Corporate Controller, Finance & Accounting

San Ysidro Elementary School District

By: _____
Signature

Date: _____

Name: Marilyn Adrianzen, CBO
(Typed or printed)

Board approved: 06-22-23

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Renaissance

Quote
2949390

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

San Ysidro Elementary School Dist - 270713
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617
Contact: Todd Lewis - (619) 428-4476
Email: todd.lewis@sysdschools.org

Reference ID: 646245

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	$156,958.57
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $156,958.57**

This quote includes: DnA and FastBridge.

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice https://docs.renaissance.com/R63871

To accept this offer and place an order, please sign and return this Quote.
Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	San Ysidro Elementary School Dist - 270713
Ted Wolf	By:
Name: Ted Wolf	Name: Marilyn Adrianzen
Title: VP - Corporate Controller	Title: CBO
Date: 5/24/2023	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

Board approved: 06-22-23

If your billing address is different from the address at the top of this Quote, please add that billing address below.
Bill To:

If changes are necessary, or additional information is required, please contact your account executive Lisa Vasil at (760)268-9692, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

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Quote
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All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote Details

San Ysidro Elementary School Dist - 270713

Products & Services	Subscription Period	Quantity	Unit Price	Total
Quote Year 1				
Applications				
Inspect Premium	07/01/2023 - 08/31/2023	4,259	$0.48	$2,044.32
DnA, Software License	07/01/2023 - 08/31/2023	4,259	$0.88	$3,747.92
FastBridge Subscription - BHV	07/01/2023 - 08/31/2023	4,259	$0.52	$2,214.68
Inspect Premium	09/01/2023 - 08/31/2024	4,259	$2.89	$12,308.51
DnA, Software License	09/01/2023 - 08/31/2024	4,259	$5.25	$22,359.75
FastBridge Subscription - BHV	09/01/2023 - 08/31/2024	4,259	$3.12	$13,288.08
Professional Services				
Virtual Consultations, DnA		3	$165.00	$495.00
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00
Learning Community, DnA	07/01/2023 - 06/30/2024	5	$78.00	$390.00
		Quote Year 1 Subtotal		**$56,848.26**
Quote Year 2				
Applications				
Inspect Premium	09/01/2024 - 08/31/2025	4,259	$2.95	$12,564.05
DnA, Software License	09/01/2024 - 08/31/2025	4,259	$5.36	$22,828.24
FastBridge Subscription - BHV	09/01/2024 - 08/31/2025	4,259	$3.12	$13,288.08
Professional Services				
Virtual Consultations, DnA		3	$165.00	$495.00
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00
Learning Community, DnA	07/01/2024 - 06/30/2025	5	$78.00	$390.00
		Quote Year 2 Subtotal		**$49,565.37**
Quote Year 3				
Applications				
Inspect Premium	09/01/2025 - 08/31/2026	4,259	$3.03	$12,904.77
DnA, Software License	09/01/2025 - 08/31/2026	4,259	$5.51	$23,467.09
FastBridge Subscription - BHV	09/01/2025 - 08/31/2026	4,259	$3.12	$13,288.08
Professional Services				
Virtual Consultations, DnA		3	$165.00	$495.00
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00
Learning Community, DnA	07/01/2025 - 06/30/2026	5	$78.00	$390.00
		Quote Year 3 Subtotal		**$50,544.94**

Renaissance

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Quote
2949390

San Ysidro Elementary School Dist Total	**USD $156,958.57**

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RENAISSANCE

May 24, 2023

San Ysidro Elementary SD
Attention: Todd Lewis
4350 Otay Mesa RD
San Ysidro, CA 92173-1617

Dear Todd:

Renaissance is pleased to work with San Ysidro Elementary SD to allow the following payment terms for quote Q2949390.

1. Invoices will be sent according to the following schedule:

Description	Invoice Date	Due Date	Amount
1st Invoice	July 1, 2023	July 31, 2023	$56,848.26
2nd Invoice	July 1, 2024	July 31, 2024	$49,565.37
3rd Invoice	July 1, 2025	July 31, 2025	$50,544.94
		Totals:	**$156,958.57**

2. Renaissance will invoice according to the schedule above. If your organization requires a purchase order, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to each respective Invoice Date. Payment is due net 30 days from the Invoice Date.

3. If your billing address is different from the address at the top of this Quote, please add that billing address below.

4. Send all payments to:
   Renaissance
   P.O. Box 8036
   Wisconsin Rapids, WI 54495-8036

Please sign and return this schedule along with any other appropriate paperwork to process the order. Please retain one completed copy of the paperwork for your records. Fax a copy to the attention of: Order Services at 877-280-7642. Or email a copy to electronicorders@renaissance.com or mail a copy to: Renaissance, 2911 Peach Street, Wisconsin Rapids, WI 54494. If you have any questions, please contact me at 760-268-9692

Thank you, Lisa Vasil

Please check here if your organization requires a purchase order prior to invoicing: [__]

AGREED TO:

Renaissance

By: Ted Wolf

Date: May 24, 2023

Name: Ted J. Wolf
VP-Corporate Controller, Finance & Accounting

San Ysidro Elementary SD

By: _____
Signature

Date: _____

Name: Marilyn Adrianzen, CBO
(Typed or printed)

Board approved: 06-22-23

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION

BACKGROUND INFORMATION:

The School-Based Medi-Cal Administrative Activities (SMAA) Program offers a way for Local Governmental Agencies (LGAs) and Local Educational Consortia (LECs) to obtain federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. SMAA activities include: Medi-Cal outreach, Facilitating the Medi-Cal application, Non-emergency & non-medical transportation of Medi-Cal eligible individuals to Medi-Cal covered services, Contracting for Medi-Cal services, Program planning and policy development, SMAA coordination and claims administration, TCM coordination and claims administration, Training, and General Administration.

The San Ysidro School District is a Local Educational Agency (LEA) eligible to bill the California State Medi-Cal office for services relative to administrative activities involving Medi-Cal Outreach, individual health services, and assessment/testing/evaluations. As such, the District has been part of the Region 9 Local Educational Consortium established under California State Medi-Cal requirements for purposes of billing for services. This consortium serves as the designated entity assisting in the management of services billed by eligible school districts throughout Southern California.

The contract for our participation in this Local Educational Consortium requires annual renewal. They have no increases in cost for our participation in the Local Education Agency Medi-Cal billing process. This is an extension of the existing agreement specifying cost for San Ysidro School District participation at 4.5 % of Local Education Agency Medi-Cal revenues received by the District. In addition, by using State RMTS software, the district must pay $0.86/participant during the first quarter (July - September), and $1.72/participant for the three remaining quarters (October – June).

RECOMMENDATION:

Approve the agreement with Orange County Superintendent of Schools for School-Based Medi-Cal Administrative Activities (SMAA) Participation for the 2023-2024 school year. Cost implications will be paid from the School-Based Medi-Cal Administrative Activities (SMAA) fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1

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

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

To be determined	SMAA Fund
(Amount)	(Name of funding source and/or location)

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

AGREEMENT NUMBER 10003420

SAN YSIDRO SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2023, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, CA 92173, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-Based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-Based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and

potentially eligible individuals, and their families where appropriate, served by the SUPERINTENDENT and participating LEA'S; and

WHEREAS, DISTRICT is providing School-Based Medi-Cal Administrative Activities and wishes to participate in the School-Based Medi-Cal Administrative Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. The term of this AGREEMENT shall be for a period of one year commencing on July 1, 2023, and ending on June 30, 2024, subject to termination as set forth in this AGREEMENT.

2.0 RESPONSIBILITIES OF SUPERINTENDENT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, state and SUPERINTENDENT'S program requirements.

b. "Certify" to the STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulation expended are allowable "Program activities".

2. The availability and expenditure of one hundred percent (100%) of the non-Federal cost of performing Program activities.

3. That DISTRICT expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

c. Act as liaison between STATE and DISTRICT and as mandated by STATE, attend STATE trainings.

d. As mandated, provide a software platform through a third party vendor, through which the DISTRICT shall utilize the Random Moment Time Survey (RMTS) process. Although the SUPERINTENDENT will make every reasonable effort to facilitate the use of the software platform, the SUPERINTENDENT is not responsible for problems resulting from software platform or system errors.

e. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Advisory Committee meetings, STATE meetings, and SMAA Program work groups.

f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings and trainings and provide STATE approved training materials and updates to DISTRICT.

g. On behalf of STATE, provide SMAA and RMTS program technical assistance.

h. Code all RMTS moments and make available to the DISTRICT its RMTS results. Coding is based on the presumption that the responses received from the DISTRICT are accurate and all necessary documentation exists to support it. The LEC shall not be responsible for monitoring, reviewing or verifying documentation for any coded moment.

i. Review and submit the Random Moment Time Survey (RMTS) quarterly invoices and related supporting documentation to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less any amount due the

SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE or any federal agency.

j. Work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.

k. Monitor SMAA and RMTS compliance of DISTRICT with all Federal, STATE, and SUPERINTENDENT'S Program requirements.

l. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

m. Offer the DISTRICT the option of the LEC preparing the RMTS quarterly invoice for a mutually agreed to additional fee (See Appendix "C").

n. Assist the DISTRICT with the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage" from total student enrollment data provided by the DISTRICT.

o. Provide DISTRICT access to STATE SMAA Appeal Process upon request and appeal DISTRICT decision or action through the STATE SMAA Appeal Process as necessary.

3.0 RESPONSIBILITIES OF DISTRICT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, STATE and SUPERINTENDENT'S program requirements.

b. Comply fully with all Title XIX Federal, STATE, and SUPERINTENDENT'S Program requirements.

c. RMTS software platform may be accessed only by employees of the DISTRICT for RMTS purposes. DISTRICT agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform. DISTRICT shall be responsible for any unauthorized use and understands that the DISTRICT may be held liable.

d. Quarterly assess SMAA claiming potential within the DISTRICT and determine which staff regularly perform SMAA-related activities and what direct charges, if applicable, will be claimed. The DISTRICT will determine which staff participate in the quarterly Random Moment Time Survey (RMTS).

e. Certify to the SUPERINTENDENT and STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "program activities".

2. The availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing program activities.

3. Expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

f. If subcontracting for certain administrative activities, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor. DISTRICT may include vendor's allowable costs on its invoice, to the extent that same tasks are not performed by the SUPERINTENDENT and with

the understanding that the total annual vendor fees cannot exceed fifteen percent (15%) of the DISTRICT total annual reimbursement.

g. Ensure that DISTRICT'S designated SMAA Coordinator attends quarterly Region 9 LEC SMAA Coordinators trainings and meetings.

h. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, Random Moment Time Survey (RMTS) Rosters, Coding reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.

i. Respond to SUPERINTENDENT reviews with information and corrected documents upon request and work with SUPERINTENDENT to resolve any outstanding matters.

j. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.

k. Complete quarterly Random Moment Time Survey (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.

l. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied

according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual.

m. Develop and maintain at the DISTRICT an Audit File to include at a minimum the following:

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Job Descriptions.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.
- Alternative Format Plan.

n. Prepare and certify School-Based MAA invoices to the LEC in conformance with STATE requirements and timelines providing SUPERINTENDENT with copies of SMAA invoice supporting documentation upon request.

o. DISTRICT agrees to maintain and preserve, documentation for a period of not less than five years after termination of Agreement and final payment from Department of Health Care Services (DHCS) to SUPERINTENDENT, to permit Department of Health Care Services (DHCS) or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this AGREEMENT and to allow interviews of any

employee who might reasonably have information related to such records.

p. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars ($10,000.00), DISTRICT shall agree and comply with the following terms and conditions:

1. Maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this AGREEMENT, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

2. DISTRICT'S facility or office or such part thereof as may be engaged in the performance of this AGREEMENT and its records shall be subject at all reasonable times to inspection, audit, and reproduction.

3. The Department of Health Care Services (DHCS), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the Unites States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this AGREEMENT. DISTRICT agrees

to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, DISTRICT agrees to include a similar right of the STATE to audit records and interview staff related to performance of this AGREEMENT.

4. Preserve and make available its records (1) for a period of five (5) years from the date of final payment under this AGREEMENT, and (2) for such longer period, if any, as required by applicable statute, by any other provision of this AGREEMENT, or by subparagraphs (a) or (b) below:

(a) If this AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of resulting final settlement.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues

which arise from it, or until the end of the regular five-year period, whichever is later.

5. DISTRICT shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code §10115.10, if applicable.

6. DISTRICT, may at its discretion, following receipt of final payment under this AGREEMENT, reduce its accounts, books and records related to this AGREEMENT to microfilm, microfiche, digital format, computer disk, CD ROM, DVD, or their data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, DISTRICT must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to microfilm/microfiche readers and microfilm/microfiche printers, image retrieval software and/or printers, etc.

q. The STATE, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder

and the premises in which it is being performed. If any inspection or evaluation is made of the premises of DISTRICT, DISTRICT shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

r. In the event an invoice is revised or is disallowed by the STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed invoice.

s. Ensure no duplicative billings.

t. Hold SUPERINTENDENT harmless from any Federal disallowance of SMAA claim payments made to DISTRICT by the STATE.

u. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to SMAA Program administration and fiscal issues.

v. Provide SUPERINTENDET with student data files required for the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage".

w. **Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-Based Medi-Cal Administrative Activities (SMAA) District Information, Appendix "A", the**

School-Based Medi-Cal Administrative Activities (SMAA) RMTS Fee Information, Appendix "B", the School-Based Medi-Cal Administrative Activities (SMAA) LEC Fee Information, Appendix "C", Certification Regarding Lobbying, Appendix "D", and School-Based Medi-Cal Administrative Activities (SMAA) Agreement for Disclosure and Use of Medi-Cal Data, Appendix "E", attached hereto and incorporated by reference herein.

4.0 DATA USE AGREEMENT. The Parties agrees to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal system of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law as specified in School-Based Medi-Cal Administrative Activities (SMAA) Agreement for Disclosure and Use of Medi-Cal Data (DATA USE AGREEMENT), Appendix "E", attached hereto and incorporated by reference herein. The DATA USE AGREEMENT must be signed by the Custodian of Records on behalf of the DISTRICT.

5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT and after SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to DISTRICT by warrant, all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT and STATE as determined in Section 5.0 below. No funds will be conveyed to DISTRICT for invoices that have been revised or disallowed by the STATE or Federal.

Payment to DISTRICT shall be made within forty-five (45) days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

6.0 FEE SCHEDULE.

a. RMTS Software Platform Fee. DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Survey. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees as described in the School-Based Medi-Cal Administrative Activities (SMAA) RMTS Fee Information form, Appendix "B", attached hereto and incorporated by reference herein.

b. SUPERINTENDENT'S LEC Fees.

1. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less our fee as described on the School-Based Medi-Cal Administrative Activities (SMAA) LEF Fee Information form, Appendix "C".

2. Optional Services. If the DISTRICT selects the option of having the LEC prepare the RMTS quarterly invoice, as described on the School-

Based Medi-Cal Administrative Activities (SMAA) LEF Fee Information form, Appendix "C".

c. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds furnished by the United States Government and the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the United States Government and the State of California under this AGREEMENT. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 FEDERAL CLAIMING.

a. TITLE 31 - Money and Finance, Subtitle V - General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass through entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this Federal program is 93.778, Medical Assistance Program (Medi-Cal).

b. A "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a sub-recipient and a vendor is provided in OMB Circular A-133.

8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SUPERINTENDENT assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all Federal, STATE and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to SUPERINTENDENT'S employees.

9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of the Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters,

including the right to secure and maintain the copyright, trademark and/or patent all forms and related instructional materials developed under this AGREEMENT.

10.0 HOLD HARMLESS.

a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the term of this AGREEMENT.

b. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the term of this AGREEMENT.

11.0 CONFIDENTIALITY.

a. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and

information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22 California Code of Regulations Section 51009 and all applicable Federal and/or STATE laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

b. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S agents' proprietary data provided for purposes of this AGREEMENT hereinafter defined as data file specifications, related instructions, management reports, training materials, plans or other information relating to the performance of SUPERINTENDENT'S agents services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant to this AGREEMENT. DISTRICT shall not during or after the term of this AGREEMENT, permit the copying, duplication, or use of any of SUPERINTENDENT'S agents' proprietary data by or to any person other than authorized employees, agents or representatives of DISTRICT.

12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort to assure that the information supplied to SUPERINTENDENT hereunder

shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify SMAA invoice(s) that do not comply with STATE and Federal SMAA requirements.

13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for damages or losses to DISTRICT employees, agents, independent contractors or students relating to lost medical services or lost data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to DISTRICT arising from the denial of any request for reimbursement from the STATE.

14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all Federal, STATE and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in operations covered

by this AGREEMENT or accruing out of the performance of such operations.

16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT shall complete and return with the fully executed AGREEMENT the Certification Regarding Lobbying form, Appendix "D", attached hereto and incorporated by reference herein**, that the DISTRICT has not made, and will not make, any payment prohibited by Item 1 of the Certification Regarding Lobbying form.

17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this AGREEMENT, DISTRICT certifies to the best of its knowledge and belief, that it:

a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Has not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement 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. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, STATE or

local) with commission of any of the offenses enumerated in Section 16.0(b) herein; and

d. Has not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, STATE or local) terminated for cause or default.

e. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

f. If DISTRICT is unable to certify to any of the statements in this certification, DISTRICT shall submit an explanation to SUPERINTENDENT.

g. If DISTRICT knowingly violates this certification, in addition to other remedies available to the Federal Government, the Department of Health Care Services (DHCS) may terminate this AGREEMENT for cause or default.

18.0 ALTERNATIVE FORMAT. Under federal and state law, including the Americans with Disabilities Act, discrimination against qualified members of the public participating in public programs based on disability is prohibited. A person is a qualified member of the public if they are an appropriate person with whom a public agency should or would communicate. The rights of persons with disabilities must be protected to ensure meaningful and equal access to public services, including but not limited to Medi-Cal and other programs that DHCS oversees in whole or in part through partnerships with other entities.

a. SUPERINTENDENT and DISTRICT are required to provide auxiliary aids and services, free of charge, to ensure

all qualified persons with speech, hearing, and/or vision disabilities can effectively communicate and participate in public programs, services, and/or activities.

b. SUPERINTENDENT and DISTRICT must also provide auxiliary aids and services to a family member, friend, or associate of the program participant if said individual is identified as the beneficiary's authorized representative, or it is someone with whom it is appropriate to communicate (e.g., a disabled parent of a beneficiary).

c. If an alternative format request is received from a qualified member of the public all documents provided to the beneficiary must be provided in the alternative format within two months of the request. All subsequent documentation provided to that individual must be in the requested alternative format.

d. In accordance with the Provider Participation Agreement and Addendum thereto, the California School-Based Medi-Cal Administrative Activities Manual (SMAA Manual) and DHCS's Policy and Procedure Letters, SUPERINTENDENT and DISTRICT are required to develop a plan to meet alternative format requirements by August 1, 2023 and to continuously monitor the plan's effectiveness.

e. The Alternative Format plan must be stored and maintained in the DISTRICT's audit records.

19.0 HIPAA. DISTRICT agrees to inform all students and faculty of the importance of complying with all relevant State and Federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) to the extent applicable. In addition, DISTRICT agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

20.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ any unlawful discriminatory practices in employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or STATE law.

21.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

22.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without cause, terminate this AGREEMENT with the giving of thirty (30) days prior written notice to the other party. However, once

SUPERINTENDENT has submitted a RMTS Roster Report to the Department of Health Care Services (DHCS), according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual, DISTRICT may not terminate until the next quarter survey period.

23.0 NOTICE. 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 or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Attn: Business Services

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

24.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

25.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

26.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

27.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: SAN YSIDRO SCHOOL STRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Marilyn Adrianzen	PRINTED NAME: Patricia McCaughey
TITLE: Chief Business Official	TITLE: Administrator
DATE: _____	DATE: June 5, 2023

Board approved: 06-22-23

San Ysidro School District-SMAA (10003420) -2023-2024
Zip 6

LEC SMAA Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2023-2024

1 DISTRICT/SCHOOL

San Ysidro School District — *District/School Name*

San Diego — *County*

Claiming Unit: _____
If different than name above.

2 DISTRICT SMAA COORDINATOR

Eugenia Teodoro — *Name*

Special Education Technician — *District Job Title*

4350 Otay Mesa Road — *Street Address*

San Ysidro, CA 92173 — *City, State, Zip*

_____ — *Mailing Address (if different than street address)*

_____ — *City, State, Zip*

(619) 428-4476 x 3089 — *Phone (please include extension)*

(619) 428-6473 — *Fax*

eugenia.teodoro@sysdschools.org — *Email*

Check the box for this person to:

- [x] **have access to the RMTS systen**
- [x] **receive RMTS late notifications**

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Oscar Madera — *Name*

Director of Special Education — *District Job Title*

(619) 428-4476 x 3091 — *Phone (please include extension)*

(619) 428-6473 — *Fax*

oscar.madera@sysdschools.org — *Email*

Check the box for this person to:

- [x] **be included in all program communications**
- [x] **have access to the RMTS system**
- [x] **receive RMTS late notifications**

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

_____ — *Name*

_____ — *District Job Title*

_____ — *Phone (please include extension)*

_____ — *Fax*

_____ — *Email*

Check the box for this person to:

- [ ] **be included in all program communications**
- [ ] **have access to the RMTS system**
- [ ] **receive RMTS late notifications**

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2023-2024

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

Name | *District Job Title*

Phone (please include extension) | *Fax* | *Email*

Check the box for this person to:
- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**
- ☐ **receive RMTS late notifications**

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Name | *District Job Title*

Phone (please include extension) | *Fax* | *Email*

Check the box for this person to:
- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

Paradigm Healthcare Services
Company Name

Constance Laflamme
Contact

CEO/Owner
Contact Job Title

(415) 616-0920
Phone

claflamme@paradigm-healthcare.com
Email

7. LEA BILLING OPTION PROGRAM SUBCONTRACTOR/THIRD-PARTY VENDOR

Company Name

Contact | *Contact Job Title*

Phone | *Email*

Eugenia Teodoro
PRINTED NAME OF PERSON FILLING OUT FORM

Special Education Technician
JOB CLASSIFICATION TITLE

06.07.23
DATE

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
RMTS FEE INFORMATION
2023-2024

RMTS Software Platform Fee

DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

FY Quarter	Quarterly Participant Rate
FY Q1: July - September	$0.86/participant/quarter*
FY Q2: October – December	$1.72/ participant/quarter
FY Q3: January – March	$1.72/ participant/quarter
FY Q4: April – June	$1.72/ participant/quarter

**If a time survey is conducted for this quarter, a $1.72/participant fee will be charged.*

DISTRICT: San Ysidro School District

BY: _____
Authorized Signature

PRINTED NAME: Marilyn Adrianzen

TITLE: Chief Business Official

DATE: _____

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2023-2024

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. In addition, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

SUPERINTENDENT'S OPTIONAL SERVICES FEE

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will confirm that the final invoice is ready for electronic signatures. The SUPERINTENDENT will process and submit to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service – Please check YES or NO.		Effective Date
❑ YES	❑ NO	July 1, 2023 – June 30, 2024

DISTRICT:	San Ysidro School District
BY:	Authorized Signature
PRINTED NAME:	Marilyn Adrianzen
TITLE:	Chief Business Official
DATE:	

Appendix D

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal 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 of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. 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 such failure.

DISTRICT: San Ysidro School District

BY: _____
Authorized Signature

PRINTED NAME: Marilyn Adrianzen

TITLE: Chief Business Official

DATE: _____

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPPA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts

160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Marilyn Adrianzen, Chief Business Official

Name and Title of Custodian of Files

San Ysidro School District

District Name

4350 Otay Mesa Road, San Ysidro, CA 92173

District Address

(619) 428-4476 / marilyn.adrianzen@sysdschools.org

Custodian's Phone Number / Email Address

Custodian's Signature

Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH BMR HEALTHCARE SERVICES, INC. FOR 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:
BMR Health Services, Inc., a nonpublic agency, approved by SELPA, will be providing the following services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

Cost Implications:

SLP: $120.00 per hour
SLPA: $68.57 per hour

RECOMMENDATION:
Approve the San Diego County Nonpublic Master Contract with BMR Healthcare Services, Inc. to provide speech services for school year 2023-2024. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

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

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

To be determined	Special Education
(Amount)	(Name of funding source and/or location)

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

2023-2024
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2023-2024
Nonpublic
Master Contract

Main Document

San Diego County Nonpublic Master Contract
Main Document

2023-2024

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San Diego County Nonpublic Master Contract
Main Document

2023-2024

This contract ("Master Contract") is entered into by and between San Ysidro School District

("LEA") and BMR Healthcare Services, Inc.
("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2023-2024 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2023, to June 30, 2024. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2023, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2023), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may

only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention

program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to

obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contact term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be

limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring

medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	$1,000,000/3,000,000
Professional Liability	$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In

the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

Notices to the LEA:	Notices to the CONTRACTOR:
Marilyn Adrianzen, Chief Business Official Name/Title	Jicky Thomas, Recruitment Manager Name/Title
San Ysidro School District Local Education Agency	BMR Healthcare Services Inc. Nonpublic
4350 Otay Mesa Road Address	5976 West Las Positas Blvd., Ste. 216 Address
San Ysidro CA 92173 City State Zip	Pleasanton CA 94588 City State Zip
(619) 428-4476 Phone	(925) 227-1100 Phone
(619) 428-6473 Facsimile	(925) 264-1291 Facsimile
marilyn.adrianzen@sysd.k12.ca.us Email Address	jicky@bmrhealth.com Email Address

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 1, 2023 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE: _____
Authorized Representative Signature

Jicky Thomas, Recruitment Manager
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

2023-2024
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: BMR Healthcare Services, Inc.

CONTRACTOR NPA ID NUMBER: 1A-01-205A

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	120.00	hr
Language and Speech (415) - Licensed SLP-A	68.57	hr
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: san ysidro school district made an agreement with bmr health services, inc. last school year (2022-2023) to increase the rate of slps to $120.00 per hour and will continue for 2023-2024 school year.

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: _____
Authorized Representative Signature

Jicky Thomas, Recruitment Manager
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH EDTHEORY, LLC FOR 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:
EdTheory, LLC, a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLP), and Behavior Intervention services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

Cost Implications: LVN: $47.00 per hour
Health Aide/CNA: $31.56 per hour
SLP: $89.00 per hour
Behavior Intervention Services: $91.05 per hour
Behavior Intervention Services Aide: $25.00 per hour
Registered Behavior Technician: $49.00 per hour
Psychological Services: $91.05 per hour

RECOMMENDATION:
Approve the San Diego County Nonpublic Master Contract with Ed Theory, LLC to provide several special education services for school year 2023-2024. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

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

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

To be determined	Special Education
(Amount)	(Name of funding source and/or location)

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

2023-2024
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2023-2024
Nonpublic
Master Contract

Main Document

San Diego County Nonpublic Master Contract
Main Document

2023-2024

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San Diego County Nonpublic Master Contract
Main Document

2023-2024

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and Ed Theory, LLC ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2023-2024 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2023, to June 30, 2024. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2023, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2023), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided**.** Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, and make-up sessions per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contact term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make timely payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract. Upon agreement to said successor Master Contract, CONTRACTOR will invoice LEA for the additional revenue resulting from any rate changes, in accordance with section 8.4 above, during the interim period between Master Contracts.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request

by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's

payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider’s licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter “Indemnified Parties”) from and against any and all costs, claims, demands, expenses or liabilities (collectively “liabilities”), to the extent such liabilities arise from CONTRACTOR’S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	$1,000,000/3,000,000
Professional Liability	$1,000,000/3,000,000
Auto liability owned and non-owned vehicles	$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

Notices to the LEA:	Notices to the CONTRACTOR:
Marilyn Adrianzen, Chief Business Official Name/Title	Marvel Philip, Chief Executive Office Name/Title
San Ysidro School District Local Education Agency	Ed Theory, LLC Nonpublic
4350 Otay Mesa Road Address	6701 Koll Center Pkwy Ste 250 Address
San Ysidro CA 92173 City State Zip	Pleasanton CA 94566 City State Zip
(619) 428-4476 Phone	(925) 500-8353 Phone
(619) 428-6473 Facsimile	( ) Facsimile
marilyn.adrianzen@sysd.k12.ca.us Email Address	marvel@edtheory.com Email Address

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on July 1, 2023 and terminates at 5:00 p.m. on June 30, 2024 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE: _____
Authorized Representative Signature

Marvel Philip, Chief Executive Office
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

2023-2024
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2023-2024

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Ed Theory, LLC

CONTRACTOR NPA ID NUMBER: 9901941

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	89.00	hr
Language and Speech (415) - Licensed SLP-A	65.00	hr
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)	84.00	hr
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	47.00	hr
Health and Nursing: Other Services RN (436)	61.61	hr
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	31.56	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)	91.05	hr
Behavior Intervention Services (535) – BI Design	91.05	hr
Behavior Intervention Services (535) – BI Implementation	91.05	hr
Behavior Intervention Services (535) – BII (AIDE)	25.00	hr
Behavior Intervention Services (535) – BII (RBT)	49.00	hr
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		

Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: _____
Authorized Representative Signature

Marvel Philip, Chief Executive Office
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC SCHOOL MASTER CONTRACT – INTERIM WRITTEN APPROVAL WITH THE INSTITUTE FOR EFFECTIVE EDUCATION - CHILDREN'S WORKSHOP FOR 2023-2024 SCHOOL YEAR

BACKGROUND INFORMATION:
California's NonPublic Schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

In order to be in compliance with State and Federal Regulations, the administration requests the approval of NPS Interim Written Approval with The Institute for Effective Education (TIEE) for the 2023-2024 school year. While the NPS approved rates have not been released yet, the District and TIEE will be entering into an Interim Written Approval indicating the 2022-2023 approved rates. Once the new NPS approved rates are available, the District will reimburse the nonpublic school with the difference based on the newly NPA approved rates. The estimated costs are $74,340.00.

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract – Interim Written Approval with The Institute for Effective Education (TIEE) - Children's Workshop to provide Special Education and related services for school year 2023-2024. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e. English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment to accelerate learning and increase engagement for all students including unduplicated students.

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

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

$74,340.00	Special Education
(Amount)	(Name of funding source and/or location)

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

San Diego County Nonpublic Master Contract
(For Use With APPENDIX A: SCHOOLS)

2023-2024

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Institute For Effective Education-Children's Workshop

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of J.R.,
(Student Name)

at the rates set forth in Appendix A: Schools of the Master Contract for the 20 22 - 20 23 Contract Year.

Anticipated Student Start Date: July 1, 2023.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

HWhiteside — Signature

6/8/23 — Date

Hillary Whiteside, Executive Director
Name/Title

Agreed to by the CONTRACTOR:

Signature — Date

Marilyn Adrianzen, Business Chief Official
Name/Title

LEA: San Ysidro School District Nonpublic: The Institute for Effective Education (Children's Workshop)

2022-2023
Nonpublic
Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS

When the CONTRACTOR is owned, operated by, or associated with a licensed children's institution (LCI), the CONTRACTOR shall provide documentation to the LEA that the LCI does not require, as a condition of residential placement in the LCI, either of the following: (a) that the pupil be identified as an individual with exceptional needs per EC 56026 (Health and Safety Code 1501.1(b), EC 56155.7); and/or (b) that the pupil attend the CONTRACTOR (EC 56366.9). Educational placement of a pupil in the CONTRACTOR may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

CONTRACTOR will not accept a pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP. The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days from the date of receipt of the application packet based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR's educational materials, services, and programs will be consistent with the pupil's IEP/IFSP in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR shall offer/provide pupils with access to the following educational materials: for K and grades 1 to 8, inclusive, state-adopted standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010, used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of pupil access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56026, shall not participate in independent study, as defined by EC 51745 (c), unless his or her IEP specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to EC 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to EC 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A pupil who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program, they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, and Juneteenth, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days of attendance during the regular school year, or the number of days allotted for the extended school year, per that pupil's Individual Services Agreement. The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar, as well as make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC 46307). The instructional minutes should be reflected in the Individual Services Agreement.

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, the CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment itself.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Statewide standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, the CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC 56060 et seq.. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction shall conduct a validation review of the CONTRACTOR prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and pupil enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of pupils placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices with the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR (that are not a part of the inclusive rate) as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement; and, if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence. Such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Pupil

The CONTRACTOR shall report by telephone to the LEA no later than the end of the next school day if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing within three school days.

d. Make-up Days/Saturday School

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACT shall prepare a Register of Daily Attendance for make-up days during the month showing all pupils who were in attendance. The total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of EC 49423 when the CONTRACTOR serves a pupil that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the pupil with the administration of such medication after the pupil's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the pupil's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each pupil to whom medication is administered. Such written log shall specify the pupil's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

The LEA shall notify the CONTRACTOR within twenty-four (24) hours when the LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education (Children's Workshop)

The CONTRACTOR NPS ID NUMBER:37-68338-6987960

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:8

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the pupil's IEP.) DAILY RATE: 354.00

2) Related Services

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)	130.00	hour
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)		
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		

Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		
Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Behavior Intervention Services (535) – Supervision		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		

Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency	30.00	hr
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

H Whiteside — DATE: 10/4/22

Authorized Representative Signature

Hillary Whiteside, Executive Director
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____

Authorized Representative Signature

Marilyn Adrianzen, Business Chief Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT - INTERIM WRITTEN APPROVAL WITH THE STEPPING STONES GROUP, LLC FOR SCHOOL YEAR 2023-24

BACKGROUND INFORMATION:
The Stepping Stones Group, a nonpublic agency, approved by SELPA, will be providing the following services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance. While the NPA approved rates have not been released yet, the District and The Stepping Stones Group will be entering into an Interim Written Approval indicating the 2022-2023 approved rates. Once the new NPA approved rates are available, the District will reimburse the agency with the difference based on the newly NPA approved rates.

Cost Implications: LVN: $47.00 per hour
Health Aide/CNA: $31.56 per hour
SLP: $100.00 per hour
Behavior Intervention Services: $91.05 per hour
Behavior Intervention Services Aide: $25.00 per hour
Registered Behavior Technician: $49.00 per hour
Psychological Services: $91.05 per hour

RECOMMENDATION:
Approve the San Diego County Nonpublic Master Contract - Interim Written Approval with The Stepping Stones Group for school year 2023-2024, to provide several special education services for students with special needs. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

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

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

To be determined	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2023-2024

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR The Stepping Stones Group, LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of all students assigned,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2022 - 2023 Contract Year.

Anticipated Student Start Date: July 1, 2023.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

_____ _____
Signature Date

Andrea Rosales, Client Service Manager
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

LEA: San Ysidro School District Nonpublic: The Stepping Stones Group LLC

2022-2023
Nonpublic
Master Contract

Appendix B: Agencies

REVISED

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Stepping Stones Group LLC

CONTRACTOR NPA ID NUMBER: 9900045

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	100.00	hr
Language and Speech (415) - Licensed SLP-A	63.86	hr
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)	46.20	hr
Health and Nursing: Specialized Physical Health Care RN (435)	58.10	hr
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	46.20	hr
Health and Nursing: Other Services RN (436)	58.10	hr
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	30.25	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)	85.61	hr
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation	85.00	hr
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	60.00	hr
Behavior Intervention Services (535) – Supervision		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		

Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: the slp rate has been amended to increase to $100 from the original rate of $85.61.

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: _____
Authorized Representative Signature

Richard Clark, Account Executive
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: 04-12-23

Board approve/ratify: 05- -23

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC SCHOOL MASTER CONTRACT – INTERIM WRITTEN APPROVAL WITH BRIDGE THE GAP SPED, LLC FOR SCHOOL YEAR 2023-2024

BACKGROUND INFORMATION:
Bridge The Gap Sped, LLC, a nonpublic agency, approved by SELPA, will be providing speech services to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance:

Cost Implications: Speech-Language Pathologist (SLP): $98.00/hour x 8 hours/day

RECOMMENDATION:
Approve the San Diego County Nonpublic School Master Contract – Interim Written Approval with Bridge The Gap Sped, LLC for the school year 2023-2024, to provide with speech services for students with special needs. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

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

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

$98.00/hr	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
(For Use With APPENDIX B: AGENCIES)
2023-2024

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Bridge The Gap Sped, LLC

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of all assigned students,
(Student Name)

at the rates set forth in Appendix B: Agencies of the Master Contract for the 2022 - 2023 Contract Year.

Anticipated Student Start Date: July 1, 2023.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

Signature Date

Monique D. Somers, Owner/CEO
Name/Title

2022-2023
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Bridge The Gap Sped, LLC

CONTRACTOR NPA ID NUMBER: 9903283

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	$98.00	hr
Language and Speech (415) - Licensed SLP-A		
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)		
Behavior Intervention Services (535) – Supervision		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		

Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: since bridge the gap sped, llc agency has a new rate of $98/hr versus $85.61/hr that was negotiated and approved rate with selpa, the san ysidro school district will pay the differential.

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: _____
Authorized Representative Signature

Monique D. Somers, Owner/CEO
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH BIRCH AGENCY

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.

Birch Agency, a non-public agency, will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2023-24 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) and Speech and Language Pathologist Assistant (SLPA) will provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regard to communication development strategies.

Cost implications: SLP: $105.00/hour; and SLPA $80.00/hour

RECOMMENDATION:
Approve the agreement with Birch Agency for the 2023-24 school year to provide speech services students with special needs. 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 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$105/$80.00/hour	Special Education
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of June 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Birch Agency	727-781-7812
Company/Consultant	Telephone Number
P.O. Box 293, Williamston, MI 48895	www.birchagency.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 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 Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **"design professional"** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Birch Agency**	
Name:	Jennifer Conrad	
Title:	President	
Address:	P.O. Box 293	
City/State/Zip Code:	Williamston, MI 48895	
Telephone:	727-781-7812	
Email:	Admin@birchagency.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

Birch Agency
Firm Name

Signature of Authorized Agent

Jennifer Conrad, President
Print Name, Title

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 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

Please see attached rate sheet.

SAN YSIDRO SCHOOL DISTRICT

SPEECH-LANGUAGE PATHOLOGIST

BASIC FUNCTION: Under the direction of the Director of Special Education and Services, and in cooperation with the school principal, the Language, Speech & Hearing Specialist develops, implements, and conducts a speech, hearing, and language program designed to identify and remediate deficits in language, articulation, voice, rhythm, fluency, and hearing.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but are intended to accurately reflect the principal job elements.)

- Following referral and receipt of parent consent, assesses present level of function and/or performance for purposes of determining need for designated instructional services in the areas of Language, Speech and/or Hearing.
- Provides appropriate IEP, setting program objectives in terms of pupil performance, for pupils identified in need of instructional services in areas of Language, Speech and/or Hearing.
- Provides appropriate instructional services for individuals with exceptional needs in the areas of Language, Speech and Hearing.
- Provides ongoing review and/or assessment of pupil progress as set forth in IEP's for IWEN's receiving DIS in LS&H.
- Trains and supervises Speech Aides, as required.
- Provides in-service as requested, to parents, school staff, and/or other agencies.
- Understands and reflects the district's philosophy and regulations.
- Communicates effectively with pupils, parents, staff, and outside agencies.
- Serves as a member of the individual school(s) Guidance Committee (School Appraisal Team).
- Maintains an environment conducive to student progress.
- Serves as language, speech and hearing consultant member of the District E&P Committee. (Eligibility & Planning).Serves as Language, Speech and Hearing member of the Educational Assessment Services Team, when Master Plan initiated.
- At request of SAT psychologist, provides language and/or speech evaluation for students who are candidates for special day class placement or other designated instructional services.
- Maintains accurate records of all phases of the Language, Speech and Hearing Program.
- Makes referrals to outside agencies for consultation, evaluation, and/or therapy, as appropriate.
- Participates in the Hearing Conservation Program, as required.
- Confers with, and/or counsels parents, teachers, and/or students.
- Supervises Language, Speech and Hearing student interns, as required.
- Develops, evaluates, and adapts tests and materials for language and speech assessment and instruction, with particular attention given to materials to be used with Spanish-speaking individuals.
- Participates in in-service and professional growth meetings.
- Adheres to professional ethics.

KNOWLEDGE

- Demonstrated knowledge of oral and written communication skills.
- Demonstrated knowledge of curriculum
- Demonstrated knowledge of education code
- Demonstrated knowledge of district policies

ABILITIES

- Ability to meet deadlines and schedules.
- Ability to establish and maintain cooperative and effective working relationships with children and adults.
- Ability to maintain records and prepare reports.
- Ability to work independently with little direction.
- Ability to plan and organize work.

MINIMUM QUALIFICATIONS:
EDUCATION AND EXPERIENCE

- Clinical Rehabilitative – Language Speech and Hearing Services Credential or equivalent credential
- Bachelor's degree including all courses needed to meet credential requirements.
- Experience with severely handicapped; behaviorally challenged; and/or autistic students.

DESIRED QUALIFICATIONS:

- Bilingual and Biliterate (English / Spanish)
- Master's Degree in Special Education or related field.

WORKING CONDITIONS
Indoor and outdoor school settings which can include office and outdoor interactions.

PHYSICAL REQUIREMENTS:
Hearing and speaking to exchange information; seeing to perform assigned duties; sitting or standing for extended periods of time; hearing in a noisy environment and locate the source of a sound; dexterity of hands and fingers to operate a computer keyboard and other office equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally, to retrieve and store files and supplies; lifting light objects and monitor student activities.

Speech and Language Pathology Assistant (SLPA)

Purpose Statement

The job of Speech and Language Pathology Assistant (SLPA) is done for the purpose of providing support to the educational process with specific responsibilities for supplementing and enhancing speech and language pathology services; and assessing students' functional development level providing appropriate treatment to meet students' needs as defined in their Individual Education Program (IEP) objectives.

This job reports to Assigned Supervisor

Essential Functions

- Assists Speech and Language Pathologist (SLP) in providing direct treatment to identified students (e.g. prepares work and materials, etc.) for the purpose of supporting students in the completion and implementation of their work activities.
- Communicates with site staff, principal and special education team of IEP goals for the purpose of maintaining an open dialogue and a positive collaborative environment.
- Creates speech therapy materials and develops lesson plans for the purpose of addressing students' IEPgoals.
- Implements speech activities and language activities in accordance with IEP goals and as directed by SLP for the purpose of providing appropriate care to students and/or supporting the student's IEP plan.
- Maintains and cleans treatment equipment and supplies (e.g. speech tools, materials, toys, etc.) for the purpose of ensuring equipment is in proper working condition.
- Maintains files and/or records for the purpose of documenting activities and/or ensuring up to date information.
- Participates in students' daily activities, when applicable, for the purpose of supporting and reinforcing functional communications of social and daily living skills lesson objectives.
- Participates in meetings with supervisor, site Special Education team and trainings, staff development, and workshops for the purpose of conveying and/or receiving information, discussing student's progress and brainstorming about next steps.
- Prepares and maintains written materials under the direction of the SLP (e.g. attendance, activity logs, progress reports,student data, future speech goals for students, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.

Other Functions

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform single, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; applying assessment instruments; operating equipment used in speech and language therapy; operating standard office equipment including pertinent software applications; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: student behavior management skills; speech and language therapy equipment, technology, systems, materials and procedures; and State and Federal laws rules and regulations related to speech and language therapy.

ABILITY is required to schedule activities, meetings, and/or events; gather and/or collate data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize a variety of job-related equipment. Some problem solving may be required to identify issues and select action plans. Problem solving with data may require independent interpretation; and problem solving with equipment is moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: being attentive to detail; communicating with diverse groups; maintaining confidentiality; working as part of a team; displaying tact and courtesy; being empathetic and nonjudgemental; establishing and maintaining effective relationships; and preparing written communication independently and accurately.

Responsibility

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising others; operating within a defined budget. Utilization of some resources from other work units is often required to perform the job's functions. There is a continual opportunity to have some impact on the organization's services.

Work Environment

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling, significant stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires equivalent amounts of sitting, walking and standing. The job is performed under minimal temperature variations and under conditions with exposure to risk of injury and/or illness.

Experience: To practice as an SLPA, the individual must have trained in the United States. Prior experience in educational setting or clinical setting is preferred.

Education (Minimum): Graduated from or has the educational equivalent of an associate or certificate level SLPA program accredited by ASHA or equivalent organization; successfully completed a period of supervised fieldwork required by the recognized educational institution; passed nationally recognized entry-level examination for SLPA and fulfilled state requirements for licensure, certification or registration.

BIRCH AGENCY

Rate Schedule 2023-24

The following rates provide a range of rates that are common to your geographic area for each of the following disciplines. Rates are determined on an individual basis and will be based on the Assigned Employees experience, education, and desired salary requirements. Addendum A will provide the bill rate for each candidate.

Discipline	Bill Rate Range
Speech Pathologist	~~95 - 125~~ $105.00 CB
Speech Pathologist Assistant	~~80 - 100~~ $80.00 CB
Occupational Therapist Assistant	75 - 95
Occupational Therapist	90 - 110
Physical Therapist Assistant	75 - 95
Physical Therapist	95 - 125
Sign Language Interpreter	65 - 85
School Psychologist	90 - 125
School Social Worker	75 - 95
Certified School Nurse	85 - 105
School LPN/ LVN	50 - 70
Orientation and Mobility Specialist	70 - 95
Teacher of the Visually Impaired	70 - 95
Teacher of the Deaf and Hard of Hearing	60 - 92
Behavioral/Intervention Specialist	36 - 58
Special Education Teachers	85 - 120
Other	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PROCARE THERAPY

BACKGROUND INFORMATION:
Children who are identified as having language-processing disorder may benefit from language therapy. Therapy can be provided to help improve children who have word finding difficulty, language processing disorder or delay, phonological awareness deficits, verbal problem-solving weaknesses, listening comprehension difficulty and such.

ProCare Therapy, a non-public agency, will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2023-2024 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist Assistant (SLPA) will provide support to the general education staff and students as part of response to intervention and consult with special education staff with regard to communication development strategies.

Cost implications: SLPA $80.00/hour

RECOMMENDATION:
Approve the agreement with ProCare Therapy for the 2023-2024 school year to provide speech services for students with special needs. Cost implications will be paid from the General and/or Special Educations funds.

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 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$80.00/hour	General 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 23rd day of June 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, Norcross, GA 30092	www.procaretherapy.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 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 Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in **Attachment No. 2** to this agreement. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data

breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a **"design professional"** (as that term is defined under Civil Code section 2782.8), then, and only to the extent required

by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Birch Agency**	
Name:	Dakota Long	
Title:	Managing Director	
Address:	5550 Peachtree Pkwy, Ste 300	
City/State/Zip Code:	Norcross, GA 30092	
Telephone:	904-360-2253	
Email:	Dakota.long@procaretherapy.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT

ProCare Therapy
Firm Name

Signature of Authorized Agent

Dakota Long, Managing Director
Print Name, Title

Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*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 Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

SCOPE OF WORK

See attached job description for SLPA position.
Cost implications: $80.00 per hour x 7/day (35 hours/wk)

Speech and Language Pathology Assistant (SLPA)

Purpose Statement

The job of Speech and Language Pathology Assistant (SLPA) is done for the purpose of providing support to the educational process with specific responsibilities for supplementing and enhancing speech and language pathology services; and assessing students' functional development level providing appropriate treatment to meet students' needs as defined in their Individual Education Program (IEP) objectives.

This job reports to Assigned Supervisor

Essential Functions

- Assists Speech and Language Pathologist (SLP) in providing direct treatment to identified students (e.g. prepares work and materials, etc.) for the purpose of supporting students in the completion and implementation of their work activities.
- Communicates with site staff, principal and special education team of IEP goals for the purpose of maintaining an open dialogue and a positive collaborative environment.
- Creates speech therapy materials and develops lesson plans for the purpose of addressing students' IEPgoals.
- Implements speech activities and language activities in accordance with IEP goals and as directed by SLP for the purpose of providing appropriate care to students and/or supporting the student's IEP plan.
- Maintains and cleans treatment equipment and supplies (e.g. speech tools, materials, toys, etc.) for the purpose of ensuring equipment is in proper working condition.
- Maintains files and/or records for the purpose of documenting activities and/or ensuring up to date information.
- Participates in students' daily activities, when applicable, for the purpose of supporting and reinforcing functional communications of social and daily living skills lesson objectives.
- Participates in meetings with supervisor, site Special Education team and trainings, staff development, and workshops for the purpose of conveying and/or receiving information, discussing student's progress and brainstorming about next steps.
- Prepares and maintains written materials under the direction of the SLP (e.g. attendance, activity logs, progress reports,student data, future speech goals for students, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.

Other Functions

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS are required to perform single, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; applying assessment instruments; operating equipment used in speech and language therapy; operating standard office equipment including pertinent software applications; and preparing and maintaining accurate records.

KNOWLEDGE is required to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and solve practical problems. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: student behavior management skills; speech and language therapy equipment, technology, systems, materials and procedures; and State and Federal laws rules and regulations related to speech and language therapy.

ABILITY is required to schedule activities, meetings, and/or events; gather and/or collate data; and use job-related equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined and similar processes; and operate equipment using standardized methods. Ability is also required to work with a diversity of individuals and/or groups; work with a variety of data; and utilize a variety of job-related equipment. Some problem solving may be required to identify issues and select action plans. Problem solving with data may require independent interpretation; and problem solving with equipment is moderate. Specific ability based competencies required to satisfactorily perform the functions of the job include: being attentive to detail; communicating with diverse groups; maintaining confidentiality; working as part of a team; displaying tact and courtesy; being empathetic and nonjudgemental; establishing and maintaining effective relationships; and preparing written communication independently and accurately.

Responsibility

Responsibilities include: working under limited supervision following standardized practices and/or methods; providing information and/or advising others; operating within a defined budget. Utilization of some resources from other work units is often required to perform the job's functions. There is a continual opportunity to have some impact on the organization's services.

Work Environment

The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling, significant stooping, kneeling, crouching, and/or crawling and significant fine finger dexterity. Generally the job requires equivalent amounts of sitting, walking and standing. The job is performed under minimal temperature variations and under conditions with exposure to risk of injury and/or illness.

Experience: To practice as an SLPA, the individual must have trained in the United States. Prior experience in educational setting or clinical setting is preferred.

Education (Minimum): Graduated from or has the educational equivalent of an associate or certificate level SLPA program accredited by ASHA or equivalent organization; successfully completed a period of supervised fieldwork required by the recognized educational institution; passed nationally recognized entry-level examination for SLPA and fulfilled state requirements for licensure, certification or registration.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT C TO THE FOLLETT SCHOOL SOLUTIONS LLC AGREEMENT

BACKGROUND INFORMATION:
The District has been using Follett's Destiny library software for checking out books to students and staff for many years. This web-based system is currently hosted at the District.

Over the past few years, the District's schools have begun to use Destiny to also checkout and track Chromebooks and other devices. This contract renewal includes the following upgrades:

- Adds Destiny Resource Manager: Specifically designed to "easily track all district assets. Keep tabs on your technology and curriculum resources in one easy-to-use software system."
- Adds the District Office and Preschool Child Development Program as sites: Allowing these sites to check out devices to their staff and students using Resource Manager.
- Migrates our current Destiny system offsite: Follett would begin to host the system on their servers to improve uptime and data security.

ITEM	PRICING
Year 1: Migrate existing system to Destiny Cloud and yearly subscription	$18,093.65
Year 2: Annual licensing renewal of Destiny Cloud and Digital Content Solutions	$22,506.20
Total	**$40,599.85**

RECOMMENDATION:
Approve Amendment C to the Follett School Solutions LLC agreement for the Destiny System renewal and website upgrade at a cost of $40,599.85 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

$40,599.85 (Amount)

General Fund (Name of funding source and/or location)

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

Amendment C
Destiny® Resource Management Agreement
San Ysidro School District
Quote # 1139213-2
Customer # 0469192
June 8, 2023

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions, LLC ("Follett") and San Ysidro School District ("you") in San Ysidro, CA dated February 1, 2010 (the "Agreement") is effective June 8, 2023. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid for 90 days from the date of this document.
Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

Summary of Software and Services: Year 1 Costs	Pricing
The total dollar amount included in this Amendment is	**$18,093.65**
Destiny Cloud	
MIGRATE EXISTING DATABASE(S) TO DESTINY CLOUD	
• Migration of one (1) Destiny database(s) for seven (7) license(s) of Library Manager to Destiny Cloud.	$878.90
• Migration of one (1) Destiny database(s) for seven (7) license(s) of Textbook Manager to Destiny Cloud.	
• Migration to Destiny Cloud includes: o Project Management: coordination of tasks and timeline to migrate from customer-hosted servers to Destiny Cloud servers. o Implementation: migration of the Destiny database from customer-hosted servers to Destiny Cloud servers. o Technical Training: brief technical training on Destiny Cloud. o Server maintenance and support	

Additional information regarding the migration service, and additional terms associated with Destiny Cloud, are contained in this document.

Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal.

Destiny Cloud Initial Costs

- Destiny® Library Manager Hosting fee for seven (7) location(s) — $1,540.00
- Destiny® Textbook Manager Hosting fee for seven (7) location(s) — $0.00

Destiny Cloud Year One
Destiny Cloud

- Destiny Resource Manager – Complete Edition for two (2) location(s) — $4,412.10
  - Hosting Fee
  - Online documentation and Help
  - Note: Resource Manager is designed specifically as a tool for District/School resource (non-library) management.
- Transition of Destiny® Textbook Manager to Destiny Resource Manager - Complete Edition for seven (7) location(s) — $10,115.35
  - Hosting Fee
  - Online documentation and Help
  - Note: Resource Manager is designed specifically as a tool for District/School resource (non-library) management.
  - Once the transition is complete you cannot go back to Textbook Manager. You will only have access to Resource Manager moving forward. This is a one-time one-way conversion.
- Server maintenance and support

Implementation Services

- **Project Management:** includes a central point of contact during the implementation of Destiny Cloud.
- **System Setup:** consists of remote initial setup of district and schools, and initial data load.
- **Technical Administrative Training:** consists of remote brief technical training for Destiny Cloud. For the most optimal learning experience, we recommend no more than twelve (12) participants.
- **Managing Your Resources and Defining Templates Webinar:** This instructor-led, web-based training provides the tools you need to begin incorporating Destiny into your daily routine. You'll learn about the terms and definitions used in Destiny Resource Manager, as well as how to create a category hierarchy (known as a template) to properly track and account for your valuable resources.

  This training is after your Planning Meeting and Destiny installation. (Maximum: 12 participants)

- **Resource Manager–Security Setup Webinar:** This instructor-led, web-based training introduces you to the Destiny hierarchy. This hierarchy is how you control who in the district can access various features and data in Destiny. The training focuses on the default district and site-level users that are set up during installation, typical tasks for these users, and how to decide who in your district might fit these roles. To ensure your users have access to only the software features they need, you'll look at the available permissions, and assign the appropriate access levels, usernames and passwords. (Maximum: 12 participants)
- **Resource Manager - Site Essentials Webinar**: This instructor-led, web-based training will focus on teaching school staff the essential school-level capabilities of Resource Manager. Customers may have up to a maximum of twelve (12) participants per Webinar. Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

Additional Services

• Destiny - Migration of Current Transactions for seven (7) location(s)	$762.30
• One (1) Resource Import Converter (RIC) Training	$385.00

Please Note:

- Data conversion and data enhancement services costs are not included.
- All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.
- All pricing is listed in United States dollars.
- Payment terms are Net 30 days from Invoice.

It is the customer's responsibility to provide written verification of Destiny Cloud Solution delivery immediately following the System Setup via the Acknowledgement of Delivery document (AOD).

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Annual Licensing and Maintenance Costs Beginning on Your Next Annual Renewal*

Destiny Cloud

ANNUAL RENEWAL BEGINNING: JUNE 1, 2024

- Destiny® Library Manager continued access to and support of Destiny Cloud for seven (7) location(s) — $6,262.55
  - Alliance Plus
  - Destiny Discover
  - Collections
  - One Search
  - TitlePeek
  - Online documentation and Help
  - Note: Library Manager is designed specifically as a Library management tool

Digital Content Solutions

- Reading Program Service solution – AR/RC for five (5) location(s) — $970.15
- Standards solution for seven (7) location(s) — $2,528.05

ANNUAL RENEWAL BEGINNING: YEAR2***

- Destiny® Library Manager Hosting fee for seven (7) location(s) — $1,540.00
- Destiny® Resource Manager Hosting fee for nine (9) location(s) — $1,980.00
- Destiny Resource Manager – Complete Edition for nine (9) location(s) — $9,225.45
  - Online documentation and Help
  - Note: Resource Manager is designed specifically as a tool for District/School resource (non-library) management.
- District Technical Support includes:
  - Toll-free telephone technical support for designated Customer contacts
  - 24/7 customer Web Portal, with searchable online knowledge base
  - Unlimited email support
  - Follett Community (how-to's, training tools, and videos)
  - Product updates

Total Annual Licensing and Maintenance Costs: $22,506.20**

*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to continue to receive access to Destiny Cloud. Otherwise Follett reserves the right to turn off the Services.

** Note: This new pricing will be reflected in your next annual renewal fee.

*** Year 2 pricing is based on the AOD date. The Year 2 date will be one year from the AOD signed date.

To provide the most accurate quote, Follett must evaluate the Customer's current data and infrastructure to assess whether additional products and services are required in advance of final pricing and agreement. If such evaluation has not been completed, additional products and services may be required to fulfill delivery of the Software and Services listed herein. The Customer agrees that it is they are solely responsible for the cost of any and all products and services required.

Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (web.kimonocloud.com).

It is the customer's responsibility to provide written verification of Destiny Cloud Solution delivery immediately following the System Setup via the Acknowledgement of Delivery document (AOD).

At the time of migration your Destiny Support and Maintenance Fees must be current, additional fees will apply if your Support and Maintenance subscription has expired. If your Support and Maintenance subscription expires during the migration process you will be subject to additional fees through the date migration has been completed.

Migration Services

Migration services support moving your Destiny database(s) to Destiny Cloud, and provide your district with configured access to your Destiny software via a Web site address (URL).

Follett is responsible for providing the following processes and activities related to this service:

- Backup the Destiny database
- Verify product version of the existing installation
- Upload Destiny and database files to Destiny Cloud environment
- Verify installation with customer, and supply Destiny URL.

All services are delivered remotely.

Customers are required to provide the following activities related to this service:

- Any required Destiny upgrades to match Destiny Cloud product level.
- Delete old job summaries from Job Manager
- Remote access to the Destiny/SQL server(s) of the existing server environment
- Provide login information to the Destiny installations and the SQL Administrator (sa) user(s).

There are some services that Follett will not perform for your district:

- Follett will not install any hardware or software at your district or schools.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running to support the service. This includes all routers and Wide Area Network links.

The Destiny Cloud solution effectively includes server/storage equipment operations via the Microsoft Azure cloud.

Digital Resource Limit

Digital content that is uploaded and cataloged is limited to 1 GB per Destiny database (for district if the Destiny database serves a multi-school district; or individual school, if the database is limited to a specific school). If at any time you exceed this limit and wish to purchase additional space, you may do so at an additional cost of $5.00 per GB annually.

Structure

Files are stored on the server and uses SQL to manage the file location.

Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (web.kimonocloud.com).

Based on discussions with your district, your implementation is scheduled to be completed no later than 90 days from the date of this document. Follett staff will work with your district to begin project planning to reach that implementation date. Because Follett plans our resource allocation based on projected installation requirements, we appreciate your collaboration in meeting this mutually agreed upon timeline.

Training should be scheduled within 30 days, and completed within 90 days, of the signed Acknowledgement of Delivery (AOD). If training is not completed within 90 days of the signed AOD, Follett is not obligated to complete the training, but may do so depending upon the circumstances. If your district elects to receive training at a later date, you may be charged up to current market prices. Customers are not permitted to videotape or record in any way Follett delivered services or training events.

DESTINY TRAINING CANCELLATION POLICY: The district/site is responsible for providing a written cancellation and/or reschedule request for Destiny training to your assigned Project Manager or training coordinator. Upon receipt, Follett will reply with a written acknowledgement via email of the changes. The district/site will not be charged if the cancellation request for onsite training is received more than fifteen (15) business days prior to the training date. For webinars, the request must be received three (3) business days prior to the scheduled training date. The district/site will be invoiced at 50% of the cost if the cancellation request for onsite training is received six to fourteen business days prior to the training date, or between 24-48 hours prior to a scheduled webinar time. The district will be invoiced at 100% of the cost if the cancellation request is made five or fewer business days prior to the onsite training date, or if a webinar is cancelled within a 24 hour period prior to the start time of a webinar, to include failure to appear for the training. Follett reserves the right to reschedule any training or webinar outside the acceptable cancellation period.

Onsite Training Cancellation/Reschedule Receipt Timeframe:	Webinar Training Cancellation/Reschedule Receipt Timeframe:	Fees	Reschedule Options
Fifteen (15) days prior to training date	72 hours prior to webinar date/time	No charge	District/site retains full privileges to reschedule
Six (6) to fourteen (14) days prior to training date	24 to 48 hours prior to webinar start date/time	50% of training costs invoiced	Follett reserves the right to reschedule
Within five (5) days prior to training date	Within 24 hours of webinar start date/time	100% of training costs invoiced	Follett reserves the right to reschedule

By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, LLC		San Ysidro School District	
Signature:		Signature:	{{esl:Signer2:Signature}}
Print Name:		Print Name:	Marilyn Adrianzen
Title:		Title:	Chief Business Official
Address:	1340 Ridgeview Drive	E-mail Address:	Marilyn.adrianzen@sysdschools.org
	McHenry, IL 60050	Address:	4350 Otay Mesa Road
			San Ysidro, CA 92173
Date:		Date:	

Do you have a PO to attach for this purchase?

[X] Yes

[ ] No, I will provide at a later date

[ ] No, I will not be using a PO

Please provide a reference for Billing Purposes (such as the Billing Contact's Name):

blanca.vega@sysdschools.org

To ensure your project starts when planned and goes smoothly, please provide us with the information listed below:

- Ensure that the data on Schedule A is accurate (if attached).
- An authorized representative of your District needs to **sign above**. Additionally, make sure you return **ALL PAGES** of the signed document to your sales consultant.

Additional Terms and Conditions

1. **NATURE OF THE TRANSACTION**. Follett School Solutions, LLC ("Follett") agrees to sell and license to the school or school district using the Software described herein ("Customer"), and Customer agrees to purchase and license from Follett, the products and services listed in this Agreement (collectively referred to as the "Destiny Solution" or "Service").

2. **LICENSE**. Subject to Customer's payment of all applicable fees under this Agreement, upon Follett's notice to Customer that it has commenced the hosting services provided under the Agreement, and Customer's initial access to the Destiny Solution ("Initial Customer Access"), Customer will be licensed to use and access the Destiny™ software (the "Software") according to the Follett School Solutions, LLC Product Licensing Terms, incorporated into this Agreement by reference and available at the following URL: http://www.follettsoftware.com/_files/fsc/file/cms/DestinyLicense.pdf, as they may be updated from time to time, and any applicable documentation, delivered by Follett in paper, digital or electronic form for use with the Software ("Documentation"). The license shall be limited to the Term stated in Section 4 below, and shall be subject to all terms and conditions of the Agreement. In the event of a conflict between the terms of this Agreement and the Follett School Solutions, LLC Product Licensing Terms, the terms of this Agreement shall govern. Licenses may not be modified or transferred by Customer. Follett reserves the right to charge additional fees for such license modification or transfer. Access or use of certain additional or special features of the Software, including but not limited to Destiny Discover, requires that Customer maintains current Follett Support and Maintenance.

   Except as specifically permitted in this Agreement, Customer shall not directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise try to discover any source code or underlying ideas or algorithms of the Software (except and only to the extent that these restrictions are expressly prohibited by applicable statutory law); (b) encumber, sublicense, transfer, assign, loan, distribute or use the Software or any portion thereof to or for the benefit of any third party (e.g., service bureau arrangement); (c) copy, create derivative works of or otherwise modify any Software; (d) permit or allow any users to use the Software to post materials that may infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (e) permit any third party to do so. Customer acknowledges that the Software may contain code or require devices that detect or prevent unauthorized use of, or automatically disable, the Software.

3. **SUPPORT AND MAINTENANCE.** "Support and Maintenance" includes Implementation Services, Post-Implementation Support Services and other support and maintenance services which may be purchased under this Agreement and which shall be set forth in detail, including Customer's obligations related thereto, under a Statement of Work incorporated into and referencing this Agreement (the "SOW"). Customer will receive any corrections, enhancements, updates or other modifications to the Software to the extent they are made generally available to Follett's customers, provided Customer has continuously maintained and paid for Support and Maintenance or makes payment to become current on continuous Support and Maintenance. The 12-month support renewal periods (each, a "Support Renewal Period") shall begin on the first anniversary of the date of Initial Customer Access and shall renew subject to the terms of Section 4 below. Fees for each Support Renewal Period shall be invoiced, and due and payable, at least thirty (30) days in advance of the start of each such Support Renewal Period. Additional fees may apply for data services and additional training services.

4. **TERM AND TERMINATION.** The term of this Agreement shall remain in effect for so long as Follett is providing Services to Customer unless either party terminates as set forth below.

   4.1. **Termination for Cause.** Either party may terminate this Agreement (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days (5 days in the case of any non-payment) after receiving notice of such breach from the non-breaching party or (b) immediately upon notice, if the other party makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

   4.2. **Effects of Termination.** Upon termination or expiration of this Agreement for any reason, all rights, obligations and licenses of the parties hereunder, including without limitation, the license and all rights to use the Software, shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, payment obligations) and any remedies for breach of this Agreement shall survive any termination; (b) Customer will be provided an opportunity to export, using the built-in export features of the Software, Customer Data in a reasonable timeframe, not to exceed 30 days past the Agreement termination/expiration date, after which Follett shall terminate the Customer's access to the Follett Hosted Service and destroy the Customer Data without any obligation to provide notice to Customer; and (c) the provisions of Sections 10 (Payment Terms), 11 (Proprietary Rights), 12 (Warranties and Disclaimers), 13 (Limitation of Liability), 14 (Confidentiality), and 15 (General Provisions) and this Section 4.4 shall also survive. If Customer requires assistance from Follett to export the Customer Data, Follett shall determine the format in which such Customer Data shall be provided to Customer, and Follett shall charge Customer for its services at a price to be quoted by Follett upon request. Customer will not be entitled to any refunds of payments unless the Customer purchases the customer-hosted version of Destiny for all sites using Destiny Cloud. Customers can migrate to a district-hosted version of Destiny by paying a migration fee and purchasing district-hosted licenses for the Destiny software.

5. **HOSTED SERVICES**. Follett will provide to Customer those hosting services more particularly described in an SOW ("Hosted Services"). Follett is currently utilizing the Microsoft (MS) Azure cloud public services. MS Azure backup and recovery services are used to provide transaction level backups. The MS Azure SQL Database is a cloud database service deployed as a fully managed Platform-as-a-Service (PaaS). The Hosted Service includes automated backups, point-in-time restores, active geo-replication, fail-over groups, automatic performance monitoring and tuning, adaptive query processing, intelligent threat detection, auditing for compliance and security, data encryption at rest, data encryption in motion, dynamic data masking, row-level security, multi-factor authentication, and compliance certification. There will be an additional cost for services to restore or recover data lost or damaged due to Customer errors.

6. **THIRD PARTY EQUIPMENT AND SOFTWARE**. Customer acknowledges that Follett will not be responsible for the purchase or licensing of any third-party equipment and/or software necessary for the performance of the Hosted Services.

7. **SERVICE LEVELS**. Follett uses commercially reasonable efforts make the Destiny Solution generally available for regular use Monday through Friday during ordinary business hours. However, the internet and our hosting provider are not within our control, and you acknowledge that outages may occasionally occur due to factors outside of our control. When possible we will use commercially reasonable efforts to complete scheduled maintenance outside of ordinary business hours.

8. **SECURITY**. Follett agrees to employ commercially reasonable security measures for provision of the Software and the Hosted Service. Except as expressly provided in this Section, neither Follett nor its successors or assigns shall have any liability for the breach of its security measures or the integrity of the Hosting Services, unless caused by the willful misconduct of Follett.

9. **CUSTOMER RESPONSIBILITIES.** In addition to any other duties and obligations set forth in this Agreement, Customer will, within 90 days of the effective date of this Agreement, promptly undertake the following responsibilities at Customer's sole cost and expense. If Customer fails to meet its obligations within 90 days of the effective date of the Agreement, Follett reserves the right to charge additional fees. Completion of any Customer requirements set forth in an SOW;

   9.1. Provision and continuous operation of all computers, systems, routers, communication lines, parts, modems, interface equipment and workstations as necessary or reasonably appropriate for internet access and for electronic mail communications with Follett so that Follett may provide Support and Maintenance remotely for any Software during the term of this Agreement, and as needed so that Customer may use the Software and the hosted system, in accordance with any minimum recommended technical specifications provided by Follett;
   9.2. Cooperation with and assistance to Follett with the transition to the Hosted Service
   9.3. Inspection and review of all reports and other output provided by Follett and notification to Follett of any incorrect reports or output within three business days after its receipt (or other mutually agreed upon time frame);
   9.4. Training of appropriate Customer personnel to properly prepare input for and to effectively utilize output from the hosted system; and
   9.5. Cooperation with Follett by, among other things, making available as reasonably requested management decisions, information, approvals, and acceptances in order that Follett may properly accomplish its obligations and responsibilities under this Agreement.

10. **FEES AND PAYMENT TERMS**.

   10.1. **Fees.** Customer agrees to pay Follett the annual Software License Fee, Support and Maintenance Fee and all other fees for Services specified in the Agreement or any additional SOW entered into by the parties, in the amounts and at the times specified therein. Certain costs are based on the number of students serviced by Customer and Follett reserves the right to verify student counts provided by Customer. At the conclusion of the license period stated in Customer's purchasing document, Follett may increase the fees for subsequent license periods, in Follett's sole discretion, and Follett shall provide prior written notice to Customer of any such change. If Customer does not agree to the change in fees, Customer's sole remedy is to terminate this Agreement pursuant to the terms hereof.

   10.2. **Other Charges.** Customer agrees that Follett will have the right to charge in accordance with its then current policies for any Services resulting from (a) Software that has been modified by Customer whether or not such modification is permitted hereunder, (b) Customer's failure to utilize the then current release of the Software, or (c) problems, errors or inquiries relating to

hardware or software other than the Software. Follett may provide additional training materials or services, upon such terms and conditions (including without limitation, price) as the parties may agree in writing.

10.3. **Payment Terms.** On-time payments made in full at least thirty (30) days prior to the termination of an applicable license period are required to continue use of the Software, and for all other Services provided hereunder, in subsequent license periods. Unless specified otherwise, all amounts due hereunder shall be paid within thirty (30) days after the invoice date in US dollars at Follett's address (or, at its option, to an account specified by Follett). Any amount not paid when due shall incur a late payment charge calculated from the invoice date at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Customer shall be responsible for providing Follett updated Billing Contact. Late payments resulting from Customer's failure to update Follett, will be subject to late payment charges. Customer agrees to reimburse Follett for all reasonable costs (including attorneys' fees) incurred in collecting payments. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). Customer is responsible for any taxes due. Unless otherwise provided in this Agreement, all payments made hereunder are non-refundable.

11. **PROPRIETARY RIGHTS**.

11.1. **Customer Data.** All Customer personally identifiable information and other data entered into the Hosted Service by Customer, but excluding any general system data including, without limitation, user logs or system usage reports (collectively, "Customer Data") will remain Customer's property. Follett may use aggregated and anonymized Customer Data for the purpose of recommending books, improving Follett's products or services, or similar internal business purposes, to the extent permitted by applicable law. Follett shall own all intellectual property rights, including copyright, trademark, patent and trade secret rights in and to the Software, and this Agreement shall not be construed as a transfer of any right, title or interest in the Software.

11.2. **License**. During the term of this Agreement, Customer grants to Follett the limited, nonexclusive right and license to copy, display, perform, modify and otherwise use and process (and permit others to use and process) any Customer Data solely for the purpose of rendering the Services provided hereunder to Customer and as otherwise described herein.

12. **WARRANTIES AND DISCLAIMERS.**

12.1. **By Follett.** Follett warrants that the Services provided under any SOW will be performed using generally accepted industry standards and practices. Any warranty claim under the preceding sentence must be made in writing during the 60-day period after performance of the nonconforming Services. Follett's limited warranty covering the Software is set forth in the Follett School Solutions, LLC Product Licensing Terms.

12.2. **By Customer**. Customer warrants to Follett that (i) Customer has all requisite power and authority to execute and deliver the Agreement and to perform its obligations hereunder, and that it will perform such obligations in a timely manner; (ii) the Agreement has been duly and validly executed and delivered by Customer, and constitutes Customer's valid and binding obligation, enforceable against Customer in accordance with its terms; (iii) it presently has

sufficient funds and will have sufficient funds available to timely pay Follett all amounts due or that will come due under the Agreement; (iv) it will strictly comply (and ensure compliance by its end-users) with all applicable local, state and federal laws, rules and regulations and Customer's policies relating in any way to use of the Software and Services, Customer Data and Customer's performance under the Agreement, including the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act. Customer shall obtain all necessary licenses or permits and any other government approval necessary for the use of the Software and Services.

12.3. **Disclaimers.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE PRODUCT LICENSING TERMS, THE SOFTWARE, DOCUMENTATION AND SUPPORT AND MAINTENANCE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FOLLETT DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES PROVIDED HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS CAN OR WILL BE FIXED. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, FOR THE BENEFIT OF CUSTOMER ONLY AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE), AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE). CUSTOMER ACKNOWLEDGES THAT FOLLETT IS NOT THE MANUFACTURER OF ANY HARDWARE PROVIDED HEREUNDER AND EXPRESSLY WAIVES ANY CLAIM AGAINST FOLLETT BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S), ANY DEFECTS OR ANY NONCONFORMANCE OF ANY THIRD PARTY EQUIPMENT OR HARDWARE WITH ITS SPECIFICATIONS, OR FOR ANY INDEMNITY AGAINST ANY CLAIM MADE BY ANY THIRD PARTY AGAINST CUSTOMER.

12.4. **Communications Limitations.** With regard to Hosted Services, if applicable, as with any hosted software application, the availability of the Software is dependent on a complex network of services and devices that are maintained by Follett, customer and third parties. Remote access may be subject to limitations, delays, and other problems inherent in the use of this network. Follett shall take reasonable steps to prevent any such limitations, delays or problems which may result from services and devices controlled by Follett, but Follett shall not be responsible for any delays, delivery failures, or other damage resulting from such problems controlled by Customer or third parties.

13. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOLLETT, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "FOLLETT PARTIES") BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, RELIANCE SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTIONS, LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THE SOFTWARE OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY,

BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOLLETT PARTIES' TOTAL LIABILITY FOR ANY CLAIMS BROUGHT BY CUSTOMER REGARDING THE SOFTWARE AND SERVICES IS LIMITED TO THE AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER DURING THE TWELVE MONTHS PRECEDING CUSTOMER'S NOTICE OF THE CLAIM TO FOLLETT. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

14. **CONFIDENTIALITY.**

14.1. **Definition.** ***Confidential Information*** means all trade secrets, know-how, software and other financial, business or technical information disclosed by or for a party in relation to this Agreement, but not including any information the receiving party can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to the disclosing party, (b) generally available to the public without breach of this Agreement or (c) independently developed by it without reliance on such information. All Software and, to the extent allowable by applicable law, pricing information is deemed to be Follett's Confidential Information.

14.2. **Confidentiality.** Except for the specific rights granted by this Agreement, neither party shall use or disclose any of the other's Confidential Information without its written consent and use reasonable care to protect the other's Confidential Information. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of this Agreement (or at the disclosing party's request at any other time), the receiving party shall return all of the other's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed there from. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; *provided*, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any financing transaction, due diligence inquiry or governmental audit or inquiry.

14.3. **Legal Disclosure**. The Agreement will not prevent the receiving party from disclosing Confidential Information of the disclosing party to the extent required by a judicial order or other legal obligation (e.g., laws and regulations), provided that, in such event, the receiving party shall promptly notify the disclosing party to allow intervention, and shall cooperate with the disclosing party to contest or minimize the scope of the disclosure (including application for a protective order). Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.

15. **GENERAL PROVISIONS.**

15.1. **Entire Agreement.** This Agreement (including the schedules, exhibits, SOWs, and all other terms incorporated herein) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. Any different or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together shall constitute one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No change or waiver may be made to

this Agreement unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

15.2. **General Learning.** Customer agrees that Follett retains the right to reuse, without Customer's consent or any obligation to account, its generalized knowledge, experience, know-how and technologies (including ideas, concepts, processes and techniques) related to the Software or acquired during performance of the Services described herein; *provided*, in no event will Follett use or disclose Customer's Confidential Information in violation of this Agreement.

15.3. **Force Majeure.** Neither party will be liable to the other for any failure or delay caused by any events beyond such party's control such as, without limitation, acts or omissions of governmental or military authorities, acts of God, floods, fires, terrorism, labor disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service provided by any service providers being used by Follett, or network outages.

15.4. **Publicity.** Customer hereby consents to inclusion of its name in customer listings that may be published as part of Follett 's or its affiliates' marketing efforts, in any media, without any obligation of notice to Customer or review by Customer.

15.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in San Diego County, California, and both parties consent to the jurisdiction of such courts with respect to any such action.

15.6. **Relief.** Each party agrees that, in the event of any breach or threatened breach of Section 2, 11, or 14, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond or surety.

15.7. **Notices and Consents.** All notices and consents under this Agreement will be in writing, in English and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after being sent, if sent next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

15.8. **Assignment**. Neither party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either party may assign its rights or delegate its obligation, in whole or in part, without such consent and upon ten (10) days prior written notice to the other party, to (a) one or more of its Affiliates, (b) an entity that acquires all or substantially all of the business or assets of such party, or all or substantially all of

the business or assets of the subject business unit of such party, to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

15.9. **Independent Contractors.** The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

Web site address and Licensed School Sites*

Schedule C

*Note: Licenses are transferable.

Please indicate the Web site address (URL) you wish to have for your Destiny Cloud Solution.

The format required is yourdistrictname.follettdestiny.com.

1st choice:	.follettdestiny.com
2nd choice:	.follettdestiny.com
3rd choice:	.follettdestiny.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PARTICIPATION IN PROJECT CLEAR

BACKGROUND INFORMATION:
The San Diego County Office of Education (SDCOE) has been awarded a $14.5 million Learning Acceleration System Grant (LASG) from the California Collaborative for Educational Excellence (CCEE) for Project CLEAR (California Literacy Elevation by Accelerating Reading). The project aims to address students' learning recovery and acceleration by providing access to reading support and intervention.

As funded by the LASG through CCEE and awarded to SDCOE our District agrees to support the Project CLEAR program goals to:

- Provide access and increase availability to learning acceleration in literacy for diverse K-12 Students populations by increasing the number of Teacher Leaders in California.
- Address students' learning recovery and acceleration by providing access to prevention and intervention via Reading Recovery/*Descubriendo la Lectura.*
- Build system capacity by creating literacy teams and networks within districts and at schools through a structured professional learning model.

Educational Services is requesting for this service agreement to be renewed and have one Resource Teacher continue with the preparation and training for the Reading Recovery program, complete her certification and become a "Teacher Leader." Project CLEAR will continue to pay training fees and will reimburse SYSD for professional books, and materials. Through this two-year program, participants will become "Teachers Leaders" who can train and coach teachers to implement comprehensive literacy strategies in schools and interventions for students who have reading, writing, and language-based needs.

The cost implication for the District will be compensation for additional hours as needed for participating teacher, as this is not covered under the Project CLEAR Grant.

RECOMMENDATION:
Approve the agreement with the San Diego County Superintendent of Schools for the Reading Recovery Program preparation and certification through the Project CLEAR program during the 2023-24 school year.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement ~ Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

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

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

Approximate Grant Award:	
TBA	Project CLEAR Grant
(Amount)	(Name of funding source and/or location)

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

Services Agreement

This Agreement, for the provision of services is entered into this 14th day of June, 2023, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and SAN YSIDRO SCHOOL DISTRICT (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, specifying the CONTRACTOR'S responsibilities for having its teachers participate in Project CLEAR (California Literacy Elevation by Accelerating Reading), a state-funded Learning Acceleration System Grant.

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 July 1, 2023 and ending June 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 in the event of the Contractor's failure to perform any of its obligations per the Agreement. SDCOE may provide written notice to the Contractor of default. Contractor shall then take all necessary actions to cure the default within thirty (30) calendar days or such a longer time as SDCOE may state in said notice. In the event the Contractor fails to remedy the default to SDCOE's satisfaction within the time specified, SDCOE may terminate the Agreement by delivery of written notice of the effective date of the termination. SDCOE, in its discretion, may allow additional days to perform any required cure if the Contractor provides written justification deemed reasonably sufficient by SDCOE. Termination of this Agreement under this section shall not release the Contractor from any obligation accruing prior to the effective date of the termination. Contractor shall stop all work under this Agreement on the effective date of termination specified in the notice.

4. Compensation and Reimbursement.
The SDCOE will compensate Saint Mary's College on behalf of the Contractor including all costs related to certification of teachers participating in the Project CLEAR grant, as stipulated in Exhibit "A" entitled "Special Provisions" attached. Contractor understands and agrees that there shall be no payment made to Saint Mary's College in instances where services are not provided.

SDCOE shall pay Saint Mary's College 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 to SDCOE pursuant to Project CLEAR grant services.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively support the Project CLEAR grant services, as stipulated in Exhibit A. 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 support the Project CLEAR grant 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 or is 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 sections 6254 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 Requestor 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 the 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 after termination 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 SDCOE that 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 SDCOE from 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	$1,000,000
Comprehensive form - Property Damage	Amount
Products/Completed	
Operations	
Auto Liability	
Bodily Injury and	$100,000/$300,000
Comprehensive form - Property Damage	Amount
Owned, Non-owned Hired Combined	

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 or to 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 this 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 Jorge Cuevas Antillón, District Advisor, SDCOE

Signature Jorge Cuevas Antillón Date JUNE 14, 2023

(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:
Shannon Baker, EdD
Executive Director of Curriculum & Instruction
6401 Linda Vista Rd
San Diego, CA 92111
(858) 295-8895
shannon.baker@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Contractor:
San Ysidro School District
Russell Little
Assistant Superintendent of Educational Leadership and Pupil Services
4350 Otay Mesa Road, San Ysidro CA 92173
(619) 428-4476
russell.little@sysdschools.org

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 event of any dispute, claim, question, or agreement or disagreement arising from 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 under this 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 B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, 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 pursuant to this Agreement. 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 under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the 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 any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would 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 this 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 competent jurisdiction 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 any way 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	Marilyn Adrianzen

Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer Title	Chief Business Officer Title
Date	Date

EXHIBIT A
SPECIAL PROVISIONS

A. Scope of Services.

As funded by the LASG (Learning Acceleration System Grant) through CCEE (California Collaborative for Educational Excellence) and awarded to San Diego County Superintendent of Schools for Project CLEAR (California Literacy Elevation by Accelerating Reading) to advance students' reading capacities, the SAN YSIDRO SCHOOL DISTRICT agrees to support the program goals to:

- Provide access and increase availability to learning acceleration in literacy for diverse K-12 Students populations by increasing the number of Teacher Leaders in California
- Address students' learning recovery and acceleration by providing access to prevention and intervention via Reading Recovery/*Descubriendo la Lectura*
- Build system capacity by creating literacy teams and networks within districts and at schools through a structured professional learning model

Accordingly, SAN YSIDRO SCHOOL DISTRICT acknowledges the following details and commits to support local "**Teacher Leader**" candidates by:

- Assigning a central office or site administrator as point of contact for all matters pertaining to Project CLEAR related to Teacher Leaders, including the execution of this MOU.
- Understanding and supporting "Teacher Leader" candidates for Reading Recovery/*Descubriendo la Lectura* which requires full participation of the "Teacher Leader" candidate in a two-year training program organized by San Diego County Office of Education in collaboration with Saint Mary's College.
- Recognizing and supporting candidates for Teacher Leader certification, Year One of the program, focused on college coursework combined with school site training and fieldwork with students, while Year Two is devoted to field work at schools with students.
- Outline and specify that candidates for Teacher Leader certification must enroll in, and successfully complete, sixteen units of coursework focused on Reading Recovery/ *Descubriendo La Lectura* assessment, teaching, theory, and research in reading; obtain skills to train other teachers and coordinate a Reading Recovery/*Descubriendo La Lectura* program at a minimum of one school site.
- Accommodate candidates for Teacher Leader certification to attend college courses that will be held during the daytime and early evenings (Pacific Time), including the provision of some release time if needed for successful attendance.

- Clarifying that distance learning is the main mode of course attendance for Teacher Leader candidates, with hybrid learning options to be personalized for individual candidates on an as needed basis.

- Ensuring any candidates for Teacher Leader certification already hold a Master's degree in a related field; have a record of successful teaching of reading and writing in elementary school settings; and demonstrate leadership and coaching abilities.
- Monitoring and assuring that Teacher Leader candidates are each delivering a minimum of four Reading Recovery/*Descubriendo la Lectura* lessons daily (approximately 2.5 to 3 hours).

- Supporting Teacher Leader candidates to demonstrate teaching "behind the glass" (live observation) with a student at least twice a semester for two semesters delivering Reading Recovery/*Descubriendo la Lectura* lessons, and to submit expected video recordings of teaching.

- Providing and assisting Teacher Leader candidates with the basic technology (laptop, camera, tripod, video equipment, microphone) and set-up for the "behind the glass" demonstrations.

- Establishing expectations for Teacher Leader candidates to lead "behind the glass" Reading Recovery/*Descubriendo la Lectura* lessons at least four times under the guidance of a trained/certified Teacher Leader working with their school site.

- Letting Teacher Leader candidates know that they will be observed by the "Trainer-of-Teacher Leaders" a minimum of two times per school year while also working with Reading Recovery/ *Descubriendo la Lectura* students and Reading Recovery*/Descubriendo la Lectura* teachers.

- Supporting Teacher Leader candidates' release time via the grant to attend the required national Teacher Leader Institute during summer of the training year.

- Aiding Teacher Leaders and Teacher Leader candidates to attend a yearly Reading Recovery Conference, as feasible.

- Collecting and maintaining student data related to the grant in accordance with the guidelines for evaluation.

- Reviewing, agreeing and signing a separate MOU detailing the student data collection, scope, timeline and student privacy protocols.

- Organizing and arranging for candidates of Teacher Leader certification to attend/observe a teacher class twice a month with a certified Teacher Leader to fully learn the role.

Additionally, SAN YSIDRO SCHOOL DISTRICT acknowledges the following details and commits to support local Reading Recovery &/or *Descubriendo la Lectura* "**Teacher**" candidates by:

- Explaining that Reading Recovery/*Descubriendo la Lectura* is a year-long program for "Teacher" candidates.

- Ensuring all Reading Recovery/*Descubriendo la Lectura* Teacher candidates have a record of three years of successful teaching of reading and writing in elementary schools.

- Clarifying that all Teacher candidates must enroll in and successfully complete eight units of coursework focused on Reading Recovery/*Descubriendo la Lectura* including assessment; theory

in reading; student progress monitoring; student records maintenance; and skill-building for teaching Reading Recovery/*Descubriendo la Lectura* lessons.

- Assuring that Teacher candidates understand and complete their duty to work individually with students for at least four 30-minute Reading Recovery/*Descubriendo la Lectura* lessons daily (approximately 2.5 to 3 hours).
- Informing Teacher candidates that they will be demonstrating teaching "behind the glass" (live observation) with a student at least twice a semester for two semesters delivering Reading Recovery/*Descubriendo la Lectura* lessons, and expected video recordings of teaching.

- Aiding Teacher candidates' release or time to attend a Reading Recovery Conference during the training year, if feasible.

- Collecting and maintaining student data related to the grant in accordance with the guidelines for evaluation.

- Reviewing, agreeing and signing a separate MOU detailing the student data collection, scope, timeline and student privacy protocols

- Organizing and ensuring Reading Recovery/*Descubriendo la Lectura* Teachers and candidates attend 4-6 sessions of the Reading Recovery On-Ongoing Professional Development with a Reading Recovery Teacher Leader

Moreover, SAN YSIDRO SCHOOL DISTRICT, understands and accepts its responsibility to Project CLEAR by:

- Identifying and maintaining a district champion/point-of-contact for Project CLEAR who will collaborate with SDCOE and Saint Mary's College.

- Ensuring a district champion/point of contact and Project CLEAR participants complete occasional focus group interviews/surveys to evaluate the program's support for the district.

- Agreeing to allow the third party evaluator, St. Mary's College, to share de-identified student data with the San Diego County Office of Education for formative evaluation purposes.

- Collaborating with site leaders and Teachers in the identification and availability of students needing intervention to be taught by participating Reading Recovery/*Descubriendo la Lectura* Teachers and/or Teacher Leaders (during school and after school).

- Recruiting and identifying the Teacher Leader and/or Teacher candidates to participate in the Reading Recovery/*Descubriendo la Lectura* project.

- Collaborating with site administrators when recruiting candidates for the program to ensure leadership support for Project CLEAR participation.

- Assuring classroom teachers have access to leveled children's books from their site or district resources.

- Recognizing and affirming that Project CLEAR, via the LAS Grant, will pay for:

- 16- units of Reading Recovery/*Descubriendo la Lectura* coursework for **Teacher Leader** candidates at Saint Mary's College over the course of two years.

- 8 units of coursework at Saint Mary's College for Reading Recovery/*Descubriendo la Lectura* coursework for **Teache**r candidates over the course of a year.

- Other items, as detailed below.

There are the expenses for candidates paid by the grant versus the DISTRICT across the years.

Funded by the Grant; paid directly to Saint Mary's College for the DISTRICT's Teacher Leaders	**Funded by DISTRICT**
Tuition ● $7,360 - $8,000 for Teacher Leaders (TLs) [16 units] ● $1,920 additional for Spanish TLs [4 units extra over the summer]	N/A
Training fees for Teacher Leaders: $15,000	N/A
Affiliation fee for Year 2 and beyond for Teacher Leaders: $850	N/A
Books and supplies for Teacher Leaders: ● $2,500 for English-only ● $1,500 additional for Spanish TLs	N/A
Teacher Leader Conference for Year 2 and beyond: $1,600	Any additional expenses for travel and lodging to conference
International Data Evaluation Center (IDEC) fee for TLs: $685 - $955	N/A
Not covered by grant	Salaries and benefits of TLs
Not covered by grant	Setting up or constructing the Behind the glass rooms (can be accomplished via technology)
Not covered by grant	Reading Recovery conference(s) for Teacher Leaders (at least one per year, many options)
Not covered by grant	Travel to Saint Mary's College for conferences and events, if desired
Not covered by grant	Reading Recovery Council of Northern America membership fees (optional)

Funded by the Grant; paid directly to Saint Mary's College for the DISTRICT's Teachers	**Funded by DISTRICT**
Tuition ● $3,840 for Teachers, English or Spanish [8 units]	N/A
Books and supplies for Teachers: $250	Use existing books or purchase books (must be at least 300 books levels A-K)
Not covered by grant	Teacher IDEC fees $85 - $90 per teacher
Not covered by grant	Salaries and benefits of TLs and Teachers
Not covered by grant	Setting up or constructing the Behind the glass rooms (can be accomplished via technology)

Not covered by grant	Reading Recovery conference(s) for Teachers (at least one per year, many options)
Not covered by grant	Travel to Saint Mary's College for conferences and events, if feasible
Not covered by grant	Reading Recovery Council of Northern America membership fees (optional)

EXHIBIT B

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 Exhibit B shall prevail.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CALIFORNIA DEPARTMENT OF EDUCATION FOR THE DRDP ONLINE END USER-SUBJECT-TO QUALIFICATION SOFTWARE LICENSE

BACKGROUND INFORMATION:
With the launch of DRDP Online 2023, existing account holder are required to sign an end user license agreement (EULA) for the purpose of allowing teachers, program administrators, and other designated staff to access DRDP instruments and conduct DRDP assessments online via the Internet. DRDP Online stores the data entered by teachers in a secure database and automatically produces a variety of assessment reports, both for individual children and for groups of children.

DRDP Online is available free of charge for agencies funded by California Department of Education's Early Education Division (EED) and Head Start Programs.

RECOMMENDATION:
Approve the agreement with the California Department of Education and other California State Agencies for the DRDP Online end user software license.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	

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

END USER USER-SUBJECT-TO- QUALIFICATION SOFTWARE LICENSE AGREEMENT
For Access and Use of DRDP Online©, software containing Desired Results Developmental Profile© (2015)
—2015 Cloud Version—

IMPORTANT – READ CAREFULLY: This User-Subject-to-Qualification Software License Agreement (**"Agreement"**) is a legal contract between the California Department of Education (CDE) and California Department of Social Services (CDSS) (**"Licensor"**), California state agencies, and you (**"Licensee"**), a child development service provider funded through a current child development contract with Licensor's Early Learning and Care Division (ELCD) subsidizing the cost of child development services (**"Funding Agreement"**).This document sets forth the terms and conditions for accessing and using Licensor's DRDP Online software. The term "DRDP Online Software" includes any DRDP manuals or other documentation supplied by Licensor in conjunction with the Software and any corrections, bug fixes, enhancements, updates or other modifications created and supplied by Licensor.

BY SIGNING THIS DOCUMENT, OR BY ACCESSING OR OTHERWISE USING THE DRDP Online SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS DRDP Online AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE SOFTWARE.

1. Certification

   a. *CDE/CDSS contractor.* Licensee hereby represents, warrants, and certifies that Licensee has a current Funding Agreement with Licensor's Early Learning and Care Division. Licensee is a User-Subject-to-Qualification under this agreement, such that Licensee may use DRDP Online only insofar as Licensee meets and continues to meet all of Licensor's qualifications to use DRDP Online, specified herein.

2. License Terms

   a. *Grant of License.* Subject to the terms of this License Agreement, including, without limitation, the data sharing obligations set forth below, Licensor grants to Licensee a non-exclusive, revocable, non-transferable, royalty-free license to access and use the DRDP Online Software residing on a server or servers managed and hosted by Licensor or Licensor's agent.

   b. *Authorized.* Use Licensee may use the DRDP Online Software only as intended by Licensor's Early Learning and Care Division in order to assess children who are enrolled in Licensee's own child care and development program located in California. Licensee may permit its consultants and other third-party service providers to use the DRDP Online Software for such purposes, provided it is the version of the DRDP Online Software that resides on a server or servers managed and hosted by Licensor or Licensor's agent. Under no other circumstances shall Licensee permit any third parties to access or use the DRDP Online Software that is accessed or used by Licensee.

   c. *Modifications or Reverse Engineering.* Licensee agrees that only the Licensor shall have the right to alter, maintain, enhance or otherwise modify the DRDP Online Software. Licensee shall not attempt to disassemble, decompile or reverse engineer the DRDP Online Software or allow or assist any third party to attempt to do the same.

d. *Reservation of Rights.* Licensor hereby reserves any and all rights not expressly and explicitly granted in this Agreement.

e. *Term of License.* In addition to termination, Licensor may revoke this License upon notice. Until such termination or revocation, this license shall continue in perpetuity. Licensee may, at any time, discontinue its use of the DRDP Online Software; however, it shall continue to be bound by the obligations set forth herein.

3. Support

a. Licensor, at its sole discretion, may provide support services in connection with the DRDP Online Software ("Services"). Services may be provided by email, a help line, updates, or otherwise as Licensor's staffing, budget and priorities allow. Services will be provided without charge, unless otherwise specified by Licensor in advance.

4. Research Collaboration Data Sharing Obligations

a. For the purpose of understanding overall trends in child development in order to inform state wide policy decisions in early-childhood education, Licensee shall share with Licensor all assessment data that is collected or developed in connection with the DRDP Online Software. Note that before such data is shared with Licensor, all identifying information, such as names and addresses of educational organizations (e.g.,agencies and school districts); names of teachers and classrooms; names of students; etc., will be automatically removed (i.e., redacted). Also note that the data shared with Licensor will be aggregated across the entire DRDP Online system, such that the data cannot be used to make comparisons between or among organizations, groups, or individuals; or to evaluate organizations, groups, or individuals. This redacted and aggregated Research Collaboration data will be drawn from the DRDP Online system as of June 1 and again as of December 1 every year. The data will be analyzed by educational researchers from the BEAR Center at the University of California Berkeley and the WestEd Center for Child and Family Studies, who will examine trends in the key domains of child development from infancy through school age.

5. *Intellectual Property Rights; Disclosure Restrictions*

a. *Title.* Licensee acknowledges that Licensor owns all property rights in and to the DRDP Online Software, including any patent, copyright, trade secret, trademark and other proprietary rights. No title to the DRDP Online Software is transferred hereby and Licensee's rights hereunder are strictly limited as set forth herein.

b. *Transfers.* Under no circumstances shall Licensee sell, license, publish, display, distribute, or otherwise transfer to a third party the DRDP Online Software or any copy thereof, in whole or in part, without the Licensor's prior written consent.

c. *Data.* Licensee also acknowledges that the data developed in connection with the DRDP Online software belongs to Licensor. Licensee further acknowledges that certain student data and personal information are restricted from disclosure by state andfederal laws. Licensee agrees to maintain the confidentiality of all data and information developed or collected in connection with the use of the DRDP assessment instruments, whether or not entered into the DRDP Online Software, and shall notdisclose such data except as expressly required by applicable law.

d. Licensee shall not take any action to assist, facilitate or otherwise encourage access to the DRDP Online Software by any third party. Without limiting the generality ofthe foregoing, Licensee shall not i) share the access link, passwords or other information used to access, download and use to the DRDP Online Software, or ii)

provide access to its system containing the DRDP Online software except as necessary for Licensee to use the DRDP Online Software as intended.

6. Disclaimer of Warranties

a. *Disclaimer.* The DRDP Online Software is provided "AS IS" and WITH ALL FAULTS. There are no warranties of any kind, express or implied given or made with respect to the DRDP Online Software. All representations and warranties are disclaimed, whether express or implied as to the title, fitness for a particular purpose, merchantability, accuracy or standard of quality of the DRDP Online Software, including any content contained therein, that the DRDP Online Software willrun uninterrupted or be error free or with respect to the results to be obtained from use of any part of the Software.

7. Indemnity and Limitation of Liability

a. *Indemnity and Limitation of Liability.* In consideration of the royalty-free license provided hereunder, Licensee hereby indemnifies, defends, releases, discharges andholds harmless Licensor from and against any claim, loss, damage or liability arising inconnection with DRDP Online or this License Agreement, including, without limitation:

(1) the availability, accuracy, damage or loss of data, software, hardware or otherreal, personal or intellectual property arising from or in connection with the DRDP Online Software,

(2) any Services or any defect, failure, delay in the DRDP Online Software or any Services,

(3) any claim based on contract, tort, or otherwise or any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whetherof an economic nature or not,

(4) any personal injury or death suffered in connection with the DRDP Online Software or Services,

(5) any identity theft, fraud or other activity related to the login ID and/or password, and

(6) any disruption or suspension of Licensee's business. provided; however, that the foregoing indemnity, defense, release discharge and hold harmless shall not apply to the extent of Licensor's willful misconduct.

8. General Provisions

a. *Modifications.* Licensor may alter or revise the terms of this Agreement at any time by posting the revised terms on the Desired Results Web site at www.desiredresults.us. If Licensee does not accept the changes, Licensee's sole remedy shall be to discontinue Licensee's use of the DRDP Online Software.

b. *Governing Law/Venue/Jurisdiction.* The Agreement shall be governed exclusively bylaws of California without regard to its conflict of law provisions. In the event of dispute, the Licensee shall submit to the exclusive jurisdiction and venue of the courts of California.

Licensor may deny access to, and Licensee must discontinue use of, the DRDP Online Softwareand Services.

a. Severability. Except as otherwise set forth in this Agreement, the provisions of this

Agreement are severable, and if one or more of such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objective of such provision or portion thereof within the limits of applicable law.

b. Complete Agreement. The parties agree that this Agreement, together with the Funding Agreement, is the complete and exclusive statement of the understanding between the parties with respect to the subject matter hereof, which supersedes and merges all other prior proposals, understandings and agreements, oral or written, between the parties relating to the subject matter.

c. Waiver. Any waiver, either expressed or implied, by either party or any default by the other in the observance and performance of any of the conditions and/or covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

d. Read and Understood. Licensee hereby acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

e. Headings. The headings to the clauses and sub-clauses of this Agreement are included merely for convenience and shall not affect the meaning of the language included therein.

Licensee: I certify that I have the authority to sign this Agreement as a representative of the Licensee.

Name: Marilyn Adrianzen

Title: Chief Business Official

Program/Agency: San Ysidro Elementary School District

Address: 4350 Otay Mesa Road

City: San Ysidro

State: CA Zip: 92173

Signature: Date:

BOARD APPROVED: 06-22-23

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 4 TO THE MICHAEL BAKER INTERNATIONAL AGREEMENT FOR MITIGATION COMPLIANCE SERVICES FOR VERNAL POOL

BACKGROUND INFORMATION:
Between 2011 and 2016, Michael Baker International (MBI) and their subconsultants have been implementing a vernal pool mitigation site within the City of San Diego ("City") Otay Mesa Vernal Pool Preserve ("Offsite Preserve"), as mitigation for the loss of vernal pools and federally- endangered San Diego fairy shrimp due to the construction of Vista Del Mar Elementary School.

The District was required to obtain permits and authorizations to implement a 5-Year Maintenance and Monitoring Program (MMP) for the vernal pool mitigation site, including annual reporting and coordination with agencies, which ended in December 2016. A final field meeting was completed on April 5, 2017, at which concurrence was obtained that all required performance standards have been achieved at the vernal pool mitigation site. With acceptance ("sign-off") of this mitigation site by the agencies involved, the post-MMP Perpetual Management Phase for the Offsite Preserve has been initiated. The City of San Diego has indicated that they may take over the responsiblity for performing the perpetual management tasks identified in these documents for the Offsite Preserve.

On January 21, 2021, the Governing Board approved the agreement with Michael Baker International and their subconsultant to represent the District in meetings with the City of San Diego for the Offsite Preserve and the Onsite Preserve. Amendment No. 3 – extends the term of the agreement until December 31, 2023 or until completion of project, whichever happens first. All other terms and conditions remain the same. Amendment No. 4 increases the compensation to continue negotiating with he City of San Diego for the Mitigation Compliance Services from $54,500.00 to $61,600.00 ($7,100.00). All other terms and conditions remain the same.

RECOMMENDATION:
Approve/Ratify Amendment No. 3 to extend the term of the agreement with Michael Baker International until December 31, 2023 to continue providing Mitigation Compliance Services for the District's offsite and onsite preserves, perpetual management phase of the vernal pool mitigation site**.** All other terms and conditions and contract amount estimated at $54,500.00 remain the same. The funding source for these services is the Certificates of Participation Refunding Savings fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$61,600.00	COPs Refunding Savings Fund
(Amount)	(Name of funding source and/or location)

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

Michael Baker
INTERNATIONAL

We Make a Difference

May 8, 2023

Director of Maintenance, Operations, Transportation and Facilities
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: CONTRACT AMENDMENT NO. 4 FOR VISTA DEL MAR MITIGATION COMPLIANCE SERVICES

Dear Mr. Azevedo:

Michael Baker International, Inc. (Michael Baker) respectfully requests a contract amendment in the amount of $7,100 to complete the project's scope of services. This amendment covers out of scope field work requested by the participating agencies, as well as ongoing agency meeting and coordination time necessary to finalize the preserve agreements. This added budget will allow our subcontractor, Schaefer Ecological Services, to complete the needed tasks outlined in the enclosed proposal dated May 3, 2023. The amended contract total would be $61,600.

We look forward to continuing our work with the District and participating agencies to see this important project through to completion. If you have any questions regarding this amendment request, please don't hesitate to contact me at (858) 527-7829 or bstark@mbakerintl.com.

Sincerely,

Bob Stark, AICP
Project Manager

Enc. Schaefer Ecological Solutions – Amendment Request, May 3, 2023

schaefer ecological solutions
regenerating nature

815 Madison Avenue
San Diego, CA 92116
619.991.8968
schaeferecology@cox.net
www.schaeferecology.com

May 3, 2023

Michael Baker International
5050 Avenida Encinas, Suite 260
Carlsbad, CA 92008
Attn. Bob Stark

Subject: Vista del Mar Elementary School Mitigation – 2nd amendment: Additional Funding Request to Assist with Long-Term Management Agreements and Documents for Onsite and Offsite Preserves.

Dear Bob,

As noted, the San Ysidro School District's (SYSD) Vista del Mar Elementary School Project required one additional site visit and coordination for the 5.03-acre onsite mitigation land per the request made by the City of San Diego to be deeded the Preserve by the SYSD. Ecological Solutions (SES) has completed the following services, for which the additional funding is requested:

- Finalize Gnatcatcher Preserve HMP and submit for review and approval
- Coordinate review of Gnatcatcher Preserve HMP with City and agencies
- Phone conference with California Department of Fish and Wildlife (CDFW) to discuss Gnatcatcher HMP comments; CDFW approved the project
- Phone conference with U.S. Fish and Wildlife Service (USFWS) on their approval of the HMP
- Schedule field visit with the City of San Diego
- Conduct field inspection of the Gnatcatcher Preserve with City of San Diego and District representative
- Follow up with City of San Diego on acceptance of the Gnatcatcher Preserve and endowment funding
- Follow up with U.S. Army Corps of Engineers on document reviews; prepare and submit updated compliance form.

Costs: $1,954.06

In order to complete the project, the following services are still required:

- Continue to coordinate for final approval of all documents (offsite Long Term Management Plan; onsite Habitat Management Plan; conservation easements) from Emily Greer (or assigned representative) at the U.S. Army Corps of Engineers (Corps)
- Continue to coordinate with Emily Greer (or assigned Corps representative) to have the Corps amend the Vernal Pool Preserve Conservation Easement (CE) and provide final approval
- Coordinate between the City of San Diego Department of Park and Recreation (contact: Mark Berninger) and SYSD to transfer the Gnatcatcher Preserve from the SYSD to the City of San Diego; facilitate agreement between City of San Diego (Mark Berninger) and District (Tom Silva) representatives

- Coordinate with the City of San Diego Department of Park and Recreation (see above) and Department of Finance to identify an endowment transfer process and facilitate the process for SYSD (representative Tom Silva)
- Finalize all approvals with all agencies (City of San Diego, USFWS, Corps, Regional Water Quality Control Board) and complete project.

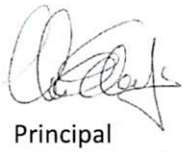
Anticipated Costs: **$2,625.94**

Total: $4,580.00

Anticipated contract completion: December 31, 2023.

SES proposes to conduct the above described services for a time and materials fee not to exceed $4,580.00. I hope this additional funding will finally complete the project. Please feel free to contact me at 619-991-8968 or christina@schaeferecology.com with any questions or concerns.

Sincerely,



Principal
Schaefer Ecological Solutions

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** June 22, 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 CLEAN CARE SERVICES

BACKGROUND INFORMATION:
The District would like to implement a carpet cleaning service for all district facilities to assist the custodial team on an "as needed" basis and as requested by the custodial team beginning the week of July 10, 2023 (two weeks before the 2023-24 school year begins).

Three eligible companies responded to an informal request for proposals (RFP) of which Clean Care Services company was the lowest bidder. Clean Care Services is able to provide the requested services within the timeframe needed. The cost implication for one-time cleaning for all sites is $45,500.00 including all labor and materials. However, this is the maximum, and we may not need to clean all sites based on the needs expressed by the custodial team.

RECOMMENDATION:
Approve the agreement with Clean Care Services to provide carpet cleaning services on an "as-needed" basis at all district-wide facilities during the summer of 2023. Services will be provided only when custodial staff are either not available or would prefer not to accept these extra work opportunities. The cost implication for one-time cleaning for all sites is $45,500.00 will be paid from the General fund and/or other available funds.

LCAP GOAL AND ACTION/SERVICE:
Goal 2.1 – Maintain basic operating services of the district including MOTF personnel, transportation, contracted services, and utilities.

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

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

$45,500.00	General and/or Other Funds
	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on **June 23, 2023** by and between **CLEAN CARE SERVICES.** hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on **June 23, 2023** with work to be completed on or before **June 30, 2024 on an "as needed" basis.**

2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide labor, materials, and equipment to provide carpet cleaning services on an "as needed" basis. Services will be for all school sites. (See the attached proposal referred to as Exhibit A of this agreement).
PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.

4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.

5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.

6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.

7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.

8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:

   - Scope of Work Statement (Exhibit A)
   - Certificates of Liability Insurance
   - Additional Insured Endorsement(s)
   - Worker's Compensation Insurance (as required by law)
   - Waiver of Subrogation for both General Liability and Workers' Compensation
   - School Safety Certification Form
   - Covid-19 Vaccination Proof (Addendum)
   - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.

10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

_____

Authorized Signature

_____

Name

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

_____

DATE: _____

TEL # _____

EMAIL: _____

SAN YSIDRO SCHOOL DISTRICT

_____

Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED:

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE**. Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION**. Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR**. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS**. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY**. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR**. When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES**. No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS**. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS**. No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION**. Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP**. Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK**. District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY**. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY**. District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER**. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE**. The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Contractor Initials_____

17. **HOLD HARMLESS AGREEMENT To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.**

18. **PAYMENT**. Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES**. The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT**. While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION**. It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**. The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE**. The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE**. The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than $1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY**. The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards. **Waived** _____

24. **ASSIGNMENT OF CLAIMS**. In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties. **Not applicable**

Contractor Initials_____

25. **COMPLIANCE WITH LAWS**. Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE**. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW**. This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION**. Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)**. All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form**. **Waived** _____ **(No contact with students)**

33. **DRUG/TOBACCO-FREE FACILITIES**. All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE**. The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff. **Waived** _____**(No contact with students)**

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials _____`

San Ysidro School District

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

CERTIFICATION:

_____(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide Live Scan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

_____

_____

Name & Title of authorized representative *(Print)*

_____

_____

Signature: _____

Date _____

Clean Care Services
Redefining Commercial Carpet & Floor Cleaning

2400 Barranca Pkwy • #290 • Irvine, CA 92606 • 714-643-5956
info@cleancareservices.com / www.CleanCareServices.com

June 16, 2023

EXHIBIT A

Jose Iniguez
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Jose,

Thank you for meeting with Jose. As you requested, below is your carpet cleaning proposal for your schools:

Scope of work:

We will pretreat stains and thoroughly clean the carpet in the classrooms and spaces listed on the school list that you provided, one time. The total square footage equates to 397,716.

Your staff would need to remove & replace all desks, chairs, items, etc., on the carpeted areas before our service starts.

Disclaimer: This is not a guarantee that your carpet in these schools will look like new. We are not liable for any damages to the carpeted areas prior to our arrival to each school. We cannot guarantee that all the stains, discolorations, etc., can be removed. Our carpet cleaning services do not have a warranty for any given time frame upon completion of service.

Locations of Schools:

Smythe Elementary, Sunset Elementary, Sunset Preschool, La Mirada Elementary, San Ysidro Middle School, Willow School, Ocean View Hills and Vista Del Mar.

Price for Services:

Price for a one-time carpet cleaning service is $45,500.00. This includes all labor & materials.

Payment Terms:

You agree to the terms above and to pay $45,500.00, within 30 days of completion of service. If payment is not made within 30 days, a 1.5% late fee shall be applied. This proposal is based off doing all eight schools within the time frames provided by the school district.

If the schools are done within separate time frames, each school will be billed separately and not to exceed the total amount of $45,500.00, once all 8 schools are completed.

Please review this estimate. Upon your approval, please sign, date and send a copy to me. Thank you for this opportunity.

Sincerely,

Paul Roberta
General Partner
Clean Care Services

Customer Acceptance: _____ Print Name: Marilyn Adrianzen, CBO

Date: _____ Purchase Order Number: _____

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: MASTER AGREEMENT WITH DAVY ARCHITECTURE, INC. FOR CRITERIA ARCHITECT

BACKGROUND INFORMATION:
On April 13, 2023, the Board approved the District's request to award the RFP for Design Criteria Architect Services to Davy Architecture, Inc. Following the Board's approval, the District wishes to enter into a Master Agreement with Davy Architecture, Inc. for professional services to develop design criteria for SYMS (modernization) and the Beyer Community Center.

The District requests that the designated authorized representatives (Superintendent and Chief Business Official) be authorized by the Governing Board to approve and execute work authorizations for tasks under this Master Agreement.

The maximum value of this Master Agreement with Davy Architecture, Inc. is $850,000 without further board authorization. Each task assigned under this Master Agreement will be submitted to the Governing Board for ratification at the next regularly scheduled board meeting. Costs will be determined by task.

RECOMMENDATION:
Approve the Master Agreement with Davy Architecture, Inc. for professional services to develop design criteria for SYMS (modernization) and the Beyer Community Center in the maximum amount of $850,000. Cost implications will be paid from the General Obligation Bond funds and/or other available funding sources. ▪ Authorize Superintendent and Chief Business Official to approve and execute work authorizations for tasks under this Master Agreement.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

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

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

$850,000.00	General Obligation and other funding sources
(Amount)	(Name of funding source and/or location)

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

MASTER AGREEMENT FOR PROFESSIONAL DESIGN/BUILD CRITERIA ARCHITECT CONSULTING SERVICES BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND DAVY ARCHITECTURE

This agreement is made and entered into as of the date of the last signature hereto, by and between the SAN YSIDRO SCHOOL DISTRICT ("SYSD") and DAVY ARCHITECTURE, (the "Consultant"), a Professional DESIGN/BUILD CRITERIA ARCHITECT Consultant (collectively referred to as the "Parties" and each individually as "Party.").

RECITALS

WHEREAS, The SAN YSIDRO SCHOOL DISTRICT is in need of professional DESIGN/BUILD CRITERIA ARCHITECT consulting services, hereinafter referred to as "Services"; and,

WHEREAS, Consultant is duly licensed and/or has the necessary qualifications to provide such DESIGN/BUILD CRITERIA ARCHITECT services for the Project; and,

WHEREAS, Consultant responded to RFP for Design Build Criteria Architect dated February 15, 2023; and,

WHEREAS, based on the results of this competitive selection process SYSD desires to engage Consultant to render services on an ongoing basis for a period of up to three (3) years, with an option for up to two (2) one year extensions, in support of the Beyer Community Center and San Ysidro Middle School design-build project development and execution, with the option to include additional projects as specified in the RFP, hereinafter referred to as the "Project".

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1 Definitions

"Agreement" shall mean this professional services agreement.
"Consultant" shall mean DAVY ARCHITECTURE.
"Project" shall mean the ongoing services provided under this contract as directed by Work Authorizations.
SYSD shall mean the SAN YSIDRO SCHOOL DISTRICT.
"Services" shall mean the DESIGN/BUILD CRITERIA ARCHITECT consulting services to be provided by Consultant pursuant to this Agreement and as further described in Scope of Services below.
"Work Authorization" shall mean the written authorization, signed by both parties, to proceed with specific scopes of service.

2 Scope, Deliverables and Term

2.1 Scope of Services

The scope of services will be determined on a Work Authorization basis and agreed to in writing prior to proceeding with services. Each written Work Authorization, once signed by both parties, shall include the scope of work, the number of hours authorized, or lump sum, the timelines associated with the scope of work, as well as any deliverables due. Each will have a Purchase Order # associated with Board approval and fiscal commitment. The Work Authorization form is provided herewith as Exhibit A.

2.2 Deliverable(s)

Deliverables shall be determined in writing on each Work Authorization when applicable.

2.3 Term

The term of this Agreement shall be for a period of three (3) year(s) from the date of execution of this Agreement. Such term may be extended upon written agreement of both SYSD and Consultant.

Due to the anticipated nature of the services to be authorized, it is understood that Work Authorizations signed by both parties prior to the expiration of the Master Agreement may need to proceed uninterrupted including payment for services. The end of Term indicates the date by which no new Work Authorizations will be allowed and no further Amendments to this Agreement extending the cost or the term will be allowed.

3 Fees and Payments.

3.1 Fees

The maximum value authorized under this Agreement without further written amendment for specified services is **eight hundred fifty thousand** dollars **($850,000)**, including expenses if applicable, as identified and agreed to in each signed Work Authorization.

3.2 Payments

Consultant shall furnish SYSD with an invoice on no more than a monthly basis reflecting services performed and expenses. The invoices shall be separately submitted for each active Work Authorization, and shall detail charges by categories, including labor, materials, equipment, supplies and miscellaneous expenses, or as otherwise negotiated on each Work Authorization.

No reimbursables are allowed unless specifically identified in the Work Authorization, and then only for that specific scope of work. No Work Authorization can alter these reimbursement rules. Any change to these rules must be made via an Amendment to this Master Contract.

SYSD shall independently review each invoice submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed, the invoice shall be returned by SYSD to Consultant within ten (10) business days of receipt for correction and resubmission.

3.3 Payment Terms

Payment shall be net thirty (30) days from the date services were received and accepted, or the date the invoice was received, whichever is later.

4 Extra Work

At any time during the term of this Agreement, SYSD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by SYSD to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of the Work Authorization. Consultant shall not perform, nor be compensated for, Extra Work without a written supplemental Work Authorization from SYSD.

5 Responsibilities of Consultant.

5.1 Organization

Consultant shall assign a specific Project Manager to each Work Authorization. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of SYSD, 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.

5.2 Work Authorization

Consultant shall obtain from SYSD a written Work Authorization for any work requested in advance of performance. Such Work Authorization shall reiterate Consultant's duties for the service, deliverables, due dates, and agreed upon payment therefore. Each Work Authorization, signed by both parties, shall become a part of this agreement and subject to the terms and conditions herein.

5.3 Coordination of Services

Consultant agrees to work closely with SYSD staff in the performance of Services and shall be available to SYSD's staff, consultants and other staff at all reasonable times.

5.4 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 represents that it will assign employees and subcontractors who have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees, subconsultants or subcontractors who are determined by SYSD 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, subconsultants or subcontractors who fail or refuse to perform the Services in a manner reasonably acceptable to SYSD, shall be promptly removed from the Project by the Consultant and shall not be re-employed or retained to perform any of the Services or to work on the Project.

5.5 Independent Contractor & Additional Personnel

Consultant is retained as an independent Consultant and is not an agent or employee of SYSD. No employee or agent of Consultant shall by this Agreement become an agent or employee of SYSD. The work to be performed shall be in accordance with the work described herein, subject to such directions and amendments from SYSD as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind SYSD to any obligation whatsoever, except as specifically provided in writing by SYSD. 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.

5.6 Laws and Regulations

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all California Code of Regulations Title 24 and Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

5.7 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 SYSD 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 four (4) years from the date of final payment under this Agreement."

5.8 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to SYSD that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to SYSD that the subcontractor has secured all insurance required under this Section.

(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. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall survive after this agreement as permitted by law. Such insurance shall meet at least the following minimum levels of coverage:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 4/13); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 4/13), code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to the Consultant 's profession, or that of its consultants or subcontractors.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit; per project aggregate will apply. (2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of

$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than $1,000,000 per claim/ $2,000,000 aggregate.

i. Defense costs shall be payable in addition to the limits.

ii. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

c. Insurance Endorsements. The insurance policies shall contain the following provisions:

i. General Liability. The general liability policy shall be endorsed to state that: (1) the SYSD, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; including ongoing operations and completed operations with ISO forms CG 20 10 10 01 and CG 20 37 10 01, and (2) the insurance coverage shall be primary insurance as respects the SYSD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the SYSD, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

The policy shall contain no endorsements or provisions limiting coverage for: (A) contractual liability; (B) cross liability exclusion for claims or suits by one insured against another; (C) products/completed operations liability; or (D) contain any other exclusion contrary to the Agreement.

ii. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the SYSD, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the SYSD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the SYSD, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

iii. Waiver of Subrogation. Consultant/SubConsultant/Subcontractor hereby grants to SYSD 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.

iv. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in this Section. The retroactive date, if any, of each such policy is to be no later than the effective date of this Agreement, and Consultant shall maintain such coverage continuously for a period of at least three (3) years following the completion of work under this Agreement.

d. Claims Made Policies. (note -should be applicable only to professional liability, see below)

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
ii. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of work**.
iii. If coverage is canceled or non-renewed, and not replace **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.

e. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment of premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer shall mail thirty (30) days' written notice to SYSD, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to SYSD, its directors, officials, officers, employees, agents and volunteers.

f. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by SYSD. 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.

g. Separation of Insureds; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the SYSD, its directors, officials, officers, employees, agents and volunteers.

h. Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting

the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the SYSD.

i. Additional Insured Status – Endorsement. The SYSD, its officers, officials, employees, and volunteers are to be covered as additional insured 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 connect with such work operations. The additional insured covered must be provided in a form of an Additional Insured Endorsement to the Consultant's/SubConsultant's/Subcontractor' insurance. If Blanket Endorsement, it must include policy number and insured's name.

j. Verification of Coverage. Consultant shall furnish SYSD with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

k. Notice of Cancellation. The Consultant shall file with SYSD Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not state on the Certification 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 representatives.

6 General Provisions

*6.1 **Delays in Performance***

(1) Neither SYSD 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 labor 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.

*6.2 **Suspension of Services***

The SYSD may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the SYSD shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without SYSD's express written consent.

*6.3 **Termination of Agreement***

(1) Grounds for Termination. SYSD may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to SYSD, 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 (3) 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 compensate 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 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, SYSD may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, SYSD may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

*6.4 **Dispute Resolution***

(1) Mediation: The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this Agreement, or breach thereof, ("Claim") shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen days from the date either party submits a written request to mediate a Claim, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the Claim. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

(2) Arbitration: In the event that a claim remains unresolved after mediation, the claim shall be submitted to binding arbitration. The arbitration shall be administered

by and in accordance with the then existing rules of the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within a reasonable period after the demand for arbitration is mailed, a single arbitrator shall be appointed as soon as possible by the American Arbitration Association in Los Angeles, California, or failing such appointment, pursuant to the usual procedure of said Association in such cases. The fee payable to the arbitrator shall be based upon the then current fee schedule of the American Arbitration Association and shall be advanced in half by each party, upon the written request of the arbitrator.

(3) It is expressly agreed that no mediation or arbitration shall be initiated prior to the completion of the Services under this Agreement, or termination of this Agreement, whichever is earlier.

*6.5 **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 SYSD, except that Consultant shall have the right to retain copies of all such documents and data for its records. SYSD 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 SYSD'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 SYSD, or such other agency or entity as directed by SYSD or required by law, rule or regulation, as they become due during the term of this Agreement as directed by SYSD.

*6.6 **Prevailing Wages***

Consultant is aware of the requirements of California Labor Code Sections 1720 et seq and 1770 et seq, as well as California Code of Regulations, Title 8, Section 16000 et seq ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services being performed may be part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws to the extent they apply to the Services. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

*6.7 **Safety & Compliance with Law***

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 of the District,

City and and Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision require 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.

Consultant and all representative of any sort, 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

*6.8 **Project Staffing***

Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

*6.9 **Conformance to Applicable Requirements***

All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District.

*6.10 **Reports***

Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

*6.11 **Attorney's Fees***

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

*6.12 **Indemnification***

Consultant agrees to protect, save, defend and hold harmless SYSD, their Governing Boards and each member thereof, their officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless SYSD, is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of SYSD. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

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), the, and only to the extent required by Civil Code section 2782.8, which is fully incorporated here, 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.

6.13 Time of Essence

Time is of the essence for each and every provision of this Agreement.

6.14 SYSD's Right to Employ Other Consultants

SYSD reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

6.15 Successors and Assigns

This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of SYSD.

6.16 Amendments

This Agreement may not be amended except in writing signed by both Parties.

6.17 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.

6.18 Interpretation

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

6.19 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 Los Angeles, State of California, but only after dispute resolution as provided herein.

6.20 Conflict of Interest

For the term of this Agreement, no member, officer or employee of SYSD, during the term of his or her service with SYSD, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

*6.21 **Equal Opportunity Employment***

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, physical handicap, medical condition, marital status or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination with or related to the performance of this Agreement. Consultant shall also comply with all relevant provisions of SYSD's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

*6.22 **Fingerprinting Requirements***

Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the SYSD's or member district's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form (Exhibit C), in the SYSD's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the SYSD's or member district's pupils."

*6.23 **Drug, Tobacco and Alcohol Free Facilities***

All SYSD facilities are drug, tobacco, and alcohol-free facilities. Any drug, tobacco (smoked or smokeless), and/or alcohol use is prohibited at all times on all areas of SYSD or School District facilities.

*6.24 **COVID-19 Vaccination & Testing Requirements***

SYSD 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 Consultant for the District you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Consultant to ensure there is no interruption of service to District if the Consultant or any employee, volunteer and/or agent of the Consultant fails to adhere to COVID-19 state and local regulations. Failure by the Consultant to comply with these terms or any applicable county or state health order, may result in termination of this Agreement.

*6.25 **Exhibits and Recitals***

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

6.26 ***Counterparts***

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

6.27 ***Assignment and Subconsultants***

Consultant shall not assign, delegate, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of SYSD, which may be withheld for any reason. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

6.28 ***Third Party Rights***

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than SYSD and Consultant.

Balance of page intentionally left blank.

6.29 ***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, return receipt requested, postage prepaid, addressed to the following entities and shall be effective upon receipt thereof.

CONSULTANT:

DAVY ARCHITECTURE
1053 10th Avenue, San Diego, CA 92101
San Diego, CA 92101
(619) 238-3811 ,11
Attention: Eric Davy
EDavy@davyarchitecture.com

SYSD:

SAN YSIDRO SCHOOL DISTRICT
c/o Facilities Department Department
4350 Otay Mesa Road, San Ysidro, CA 92173
To be sent separately to the attention of:
Dr. Jose Inigues, Assistant Superintendent of Admin. Leadership, School Support & Safety
Jose.Iniguez@sysdschools.org
and
Marilyn Adrianzen, Chief Business Official
Marilyn.Adrianzen@sysdschools.org

6.30 ***Entire Agreement***

This Agreement represents the entire understanding of SYSD 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.

6.31 ***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 hir or her signature is made.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the final signature hereto.

DAVY ARCHITECTURE	**SAN YSIDRO SCHOOL DISTRICT**
By:	**By:**
Signature	**Signature**
Print Name:	**Print Name:**
Title:	**Title:**
Date:	**Date:**
Federal Tax I.D. No.: 33-0558450	

EXHIBIT A
Work Authorization Form

Firm	**DAVY ARCHITECTURE**	**Task Order Number**	
Attn:	Eric Davy	**Contract #**	2305-01jmb
Requestor		**Date Requested**	
Due By		**Deliverables (Y/N)**	

TASKS/DELIVERABLES	
Tasks Required/Deliverables	**Due Dates**
1.	

Cost/Payment Schedule	
Task (Please indicate lump sum or NTE)	**Authorized Cost Per Task**
1.	
2.	
3.	

TOTAL MAXIMUM AUTHORIZED COST _____ *$???*

Request Details

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2305-01jmb for DESIGN/BUILD CRITERIA ARCHITECT consulting services. The work authorized herewith may be completed and paid for beyond the Master Agreement expiration date. The terms and conditions of the Master Agreement remain in full force and effect until the work authorized herewith is completed to the satisfaction of the District.

Consultant:
Agreement to Perform by: _____ (signature)

Date: _____

Print Name: _____/Title: _____

District:
Authorized to Proceed by: _____ (signature)

Date: _____

Print Name: _____/Title: _____

EXHIBIT B
Hourly Rates/Fee Schedule

The rates shown herein are for the 23/24 FY. The District may consider an annual increase of no more than 3% per annum for the first 3 years and only by written request including a justification, followed by an executed amendment to this Agreement should the increase be accepted. Should the District wish to extend further using the 2 optional additional 1-year extensions, the rates will be opened for negotiation and included in those amendments.

23/24 FY

$435 Expert Witness/Depositions
$275 Senior Principal Architect
$250 Senior Project Manager
$225 Principal Architect
$220 Project Architect
$200 Project Manager
$190 Consulting Design Manager
$200 Specification Writer
$170 Job Captain – Tech III
$150 CAD Drafter – Tech II
$125 CAD Drafter – Tech I
$105 Intern / Administrative Assistant

Reimbursable expenses and subconsultants when pre-authorized in the Work Authorization will be billed at cost plus 10%.

Mileage will not be tracked or billed separately and will be included in the hourly rates and hours billed, or lump sum(s) as applicable to each Work Authorization.

End of Exhibit B

EXHIBIT C
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: DAVY ARCHITECTURE

Name/title of authorized representative *(Print)* KURT HUNKER, CHIEF DESIGN OFFICER

Signature _____ Date 5.17.2023

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: June 22, 2023

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: PURCHASE AGREEMENT WITH AMPLIFY EDUCATION, INC. FOR MIDDLE SCHOOL AMPLIFY ELA CORE MATERIALS

BACKGROUND INFORMATION:
Built specifically for middle school, Amplify ELA is an interactive core curriculum that brings complex texts to life. Amplify ELA is a blended English language arts curriculum designed specifically to support students in grades 6–8 and prepare them for high school and beyond. With Amplify ELA, students learn to tackle any complex text and make observations, grapple with interesting ideas, and find relevance for themselves.

The Amplify ELA Program was adopted in April 2018 and implemented during the 2018-19 school year. Educational Services needs to enter into a purchase agreement with Amplify Education, Inc. to order additional materials for our middle schools. This 1-year agreement includes digital subscriptions for teachers and students as well as student consumables.

Cost implications include: $29,047.30 in products for San Ysidro Middle and $16,968.08 for Vista Del Mar Middle.

RECOMMENDATION:
Approve the purchase agreement with Amplify Education, Inc. for the Amplify ELA Core materials for middle school students at the cost of $46,015.38 from the Lottery Restricted fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.21: Continue to implement instructional design for ELA which includes a focus on CCSS based gradual release lessons and small groups support for guided reading and word study to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

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

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

$46,015.38	Lottery Restricted 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: June 22, 2023

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

FROM:
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH 6CRICKETS INC. FOR THE EXPANDED LEARNING TURN-KEY MANAGEMENT SERVICE

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 Turn-Key Management Service to support the expanded learning program operations with the goal of quality programs, student safety, equitable access, and efficient and accountable operations.

The contract period is for the 2023-24 school year at the total cost of $205,486.00 for our seven schools.

RECOMMENDATION:
Approve the service agreement with 6crickets for the Expanded Learning Turn-Key Management. Service to support the District's expanded learning program operations at the cost of $205,486.00 from the ELO-P fund. This service will be utilized for districts Pathways program to provide an attendance management online portal as well as extracurricular programs wherein district staff are either not available or would prefer to not accept these extra work opportunities.

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 2023-2024 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$205,486.00	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 Management
Turn-Key Service Price Quote

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 parents.

San Ysidro Elementary School District ("**Client**", **"you"**) partners with 6crickets Inc. ("**6crickets**", **"we"**) in offering 6crickets Expanded Learning Turn-Key Management Service to support expanded learning program operations at Client with the goals of quality programs, student safety, equitable access, and efficient and accountable operations. The contract period is for the School Year 2023-2024.

6crickets will:

1. **Provide a designated project manager** to gather family, students, and district/school/provider input, support plan development, timely implementation, monitoring, exception handling, and evaluation for each school.

2. **Recruit and qualify enrichment providers.** We work with schools to survey families and students on the enrichment topics of interest, quality providers they recommend. With their input, we recruit quality enrichment providers and community partners (including Parks and Recreational centers and organizations like YMCA and Boys and Girls Club) from the local community covering wide-ranging topics including STEM, language arts, world languages, visual and performing arts, life skills, sports and wellness.. We evaluate the providers based on their program content, family reviews, school references, and instructor hiring and training practices.

3. **Vet and contract enrichment providers**. For qualified providers, we ensure that they have proper liability insurance coverage and have conducted a rigorous set of background check reports for each of their instructors based on the district requirements. Qualified and vetted enrichment providers then contract with 6crickets directly.

   The vetting process includes:

   a. Collecting and validating provider contract agreements for serving Client's enrichment programs.
   b. Collecting and validating provider general liability insurance per Client requirements.
   c. Working with Client to provide detailed instructions to providers and their instructors on other district requirements, such as background checks. 6crickets requires providers to certify that they fulfill their background checks required by Client. To comply with various state data privacy laws, 6crickets does not collect the actual paperwork.

4. **Budget allocation** for providers and price negotiation with providers for district-funded programs.

5. **Coordinate and schedule provider programs** based on the district's or school's calendar and the room availability information provided by Client as well as providers' capacity and availability.

6. **Coordinate with providers to set up a web portal** of expanded learning programs at each school site for families to have a one-stop registration portal.

7. **Provide your district and each participating school an online dashboard** for program management operations, including turn-key workflow tracking, receiving management fee payment or donations (if applicable), accessing real-time rosters, digital attendance, accessing reports, and communications with families and vendors

8. **Provide each provider and its instructors with a dedicated provider dashboard and instructor dashboards** for them to list programs and their sessions, assign instructors, automatically receive payment in a variety of forms (one-time, installment plan) for family-paid programs, offer discounts and scholarships, make refunds and transfers, access real-time rosters, take digital attendance or email/print attendance sheets, access reports, and communicate with families.

9. **Manage provider invoices**. So, your finance department won't need to get involved to figure out the total payments, cancellations and other details to be able to pay the providers.

10. **Perform daily monitoring to maintain the safety protocol**. 6crickets requires instructors to check in before classes start, to take digital attendance, to digitally sign out students, and to digitally report emergencies, such as when instructors cannot make it to the class due to illness or accidents or when students have medical emergencies. For virtual classes, 6crickets requires providers to record each class and keep the recording for one month. 6crickets' daily monitoring and communications ensure that instructors follow the safety protocol.

11. **Send automated reminders to providers and instructors** for their upcoming classes.

12. **Send automated reminders and notifications to families** about upcoming classes (and for canceled classes).

13. **We support an optional Restricted District or School Portal feature**:
    a. This feature allows families to register without an email address, but with only their mobile phone number. This way, we will eliminate the need for district staff to register for many families without email addresses.
        i. Families will register for their students using either an email address or a mobile phone number. An authentication code will be sent to either the email or the phone number, depending on their choice. They can only log in to their account when they enter the correct authentication code. Once they log in,

they can register programs for all their students under the same email or phone number.

b. This feature will pre-populate families' parent and student information in 6crickets with student data exported from District's Student Information System (SIS).

    i. After the initial upload, new students and updated student information from SIS will be given to 6crickets to update the data on the 6crickets' side one week before each registration period.

c. Families cannot update the student information in 6crickets. Instead, they can only update their information in the District SIS.

d. District can configure at 6crickets to allow only students in a school to register for the programs taking place at the school. For inter-session (e.g., summer) programs, District can also configure in 6crickets to allow any district student to register for programs at any site.

14. **Provide privacy protection for district, school, student and provider data** entered into the 6crickets portal and abide by California Student Data Privacy Law.

15. **Train** providers, instructors, and school/district staff on enrichment operations, safety protocol, and using their respective dashboards for program listing, real-time rosters, digital attendance and easy communications with all stakeholders, and accessing reports. This training is an integral component of the service to ensure adherence to the requirements of the district and meet 6crickets vendor expectations for high quality programs.

16. **Provide technical customer support** to families, providers, instructors, school/district staff, volunteers or anyone using 6crickets’ online tools.

Client will:

1. With 6crickets' assistance, prepare and post on the school website, and/or other locations required by Client, Request For Proposal (RFP) or similar for provider recruitment.

2. Provide timely information on school schedules, topics of student interests, classroom availability, homeroom teacher contact information, and emergency contact information for in-person programs at each site.

3. Provide liability and background check requirements along with instructions for providers and their instructors.

4. Provide timely input on the providers and topics to include for the program, as desired.

5. For family-paid programs, specify the district or school fund-raising goals if Client chooses to generate revenue through this program; specify a scholarship application form if any along with scholarship assignments as needed.

6. Install a register link or button pointing to the 6crickets-powered Client program portal at a prominent, easy-to-find place on the district website and each school website.

7. Communicate with families on enrollments and ensure healthy enrollments.

8. Direct family or provider inquiries regarding the program to support@6crickets.com.

9. Send regular updates to the family community through newsletter, flyers, and social media at each site and at the district level to ensure that families are well aware of the program. Some best practices are:
    a. Share the initial announcement email to all district families at least 14 days before the class start date.
    b. At least two promotional posts on social media (Twitter, Facebook, Instagram) for each registration period.
    c. At least two newsletters to families, which exclusively communicates and promotes the program for each registration period.

6crickets pricing:

Project management:
- $3,000/school/season

Annual license fee per school/site-portal for the district:
- $5,999/site-portal/year (for schools with fewer than 550 students)
- $7,499 (for schools with 551-1000 students)
- $9,999 (for schools with 1000+ students)

Provider cost for district-funded programs:
- Management fees for providers: 11%.
- First-year providers are charged an additional 5% initiation fee for the first year of operation at Client.

Budget planning fee:

For district-funded programs, we charge an additional $3,500 per school per year for budget allocation for providers and pricing negotiations. The district can take over this part if desired.

Provider recruiting and qualification fee:
- If a district has no existing providers, 6crickets will help source (with district input) quality enrichment providers to cover a well balanced set of topics including STEAM, music, foreign languages, public speaking, sports at required schools. The providers are evaluated on their program content, experience, customer reviews and references.

- We charge $9,999 per school for the first year. If a district already has an existing set of enrichment providers and wants to take over this part, we waive the fees here.

- 6crickets integrates with Stripe for payment processing if applicable. All payments received by any party through credit cards are subject to a non-refundable payment processing fee determined and published by Stripe (e.g., Stripe charges a credit card processing fee of 2.9% plus 30 cents per transaction).

With 3 schools with less than 550 students and 4 schools with the number of students between 550 and 1,000:

Total annual fee for Client = (5999 license + 3500 budgeting + 9999 recruiting + 9000 project management for 3 seasons) x 3 schools + (7499 license + 3500 budgeting + 9999 recruiting + 9000 project management for 3 seasons) x 4 schools = **$205,486.**

Contract period: School Year 2023-2024

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 service for the students at Client with the highest quality in the current school year under the contract.

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.