# San Ysidro School District Governing Board

# AGENDA

Tuesday,
December 12, 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 Middle School**
**Multicultural Complex**
**4345 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, NOVEMBER 9, 2023**
**5:00 p.m.**

The Regular Meeting of the Governing Board was held on Thursday, November 9, 2023, and conducted its business meeting in person at **Willow Elementary School - Auditorium, 226 Willow Road, San Ysidro, CA 92173** and by teleconference. Pursuant to AB2449, Trustee Irene Lopez attended the meeting virtually due to just cause. The Public viewed this meeting by accessing the following link https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/uvWmXYgWbgwYm2Sy5 on or before Thursday, November 9, 2023 at 5:00 p.m. 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). To listen to this meeting in Spanish, please call 1 518-836-5338 and enter the access code 968 037 502#. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

***THIS MEETING WILL BE TAPE RECORDED***

## MINUTES

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

Board President Pallasigue read the following,

*I would like to make clear for the record that this meeting is being conducted by teleconference with optional public virtual attendance. In addition, we have one Board Member attending from a private meeting location under AB 2449 due to just cause.*

*I will now call the meeting to order by conducting a roll-call vote of Board Members present.*

*AB 2449 requires the board by a 2/3 vote to approve the remote attendance of Board Vice President Irene Lopez Lopez due to just cause.*

*Do I have a motion and a second to approve the remote attendance by Board member Irene Lopez pursuant to AB 2449.*

Board Member Antonio Martinez made the motion, second by Board Clerk Zenaida Rosario. The vote was 5-0.

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

**3. AGENDA**

The Board approved the agenda with the following corrections:

- Pulled Consent Calendar 13A.4
- Corrected the first sentence of the recommendation for Consent Calendar Agenda Item 13E.1 - Purchasing Report to say Approve/Ratify the following purchase orders incurred by the District during the period October 1, 2023 through October 31, 2023.
- Corrected the first sentence of the recommendation for Consent Calendar Agenda Item 13E.2 - Expenditure Report to say Approve/Ratify the following purchase orders incurred by the District during the period October 1, 2023 through October 31, 2023 for a total expenditure of $1,909,253.30.

Motion: Martinez Second: Pallasigue Vote: 5-0

**4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**

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

Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/uvWmXYgWbgwYm2Sy5 on or before Thursday, November 9, 2023 at 5:00 p.m.

There were no public comments.

Board President Pallasigue made a motion to recess to Closed Session, seconded by Board Clerk Rosario. The vote was 5-0.

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

**5.1 GOVERNMENT CODE SECTION 54957.6**
**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Glenn Heath, Substitute Executive Director of Human Resources, Dr. Jose Iniguez, Assistant Superintendent of Administrative Support, School Support and Safety and Russell Little, Assistant Superintendent of Educational Leadership and Pupil Services

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**
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

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

**RECONVENED into OPEN SESSION at 6:01 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

**6. CALL TO ORDER** Who: Pallasigue Time: 6:01 p.m.

Board President Pallasigue read the following:

"I would like to make clear for the record that this meeting is being conducted by teleconference with optional public virtual attendance. In addition, we have one Board Member attending from a private meeting location under AB 2449 due to just cause. That would be Mrs. Irene Lopez."

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

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

**8. FLAG SALUTE** by Ximena Fernandez, Willow 6th grade student

**9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS** (Inzunza)

**9.1** Willow Student and Staff Recognitions

- Willow Student Council Officers
  - Noel Martinez, Willow Student Body President
  - Valentina Ramos, Willow Student Body Vice President
  - Ximena Fernandez, Willow Student Body Secretary
  - Yarett Martinez, Willow Student Body Treasurer
- Willow Staff for supporting teachers, students, parents and staff
  - Erika Aviles - School Administrative Assistant, Maricela Talamantes - Administrative Clerk 1, Kristine Hernandez-Flores - School Psychologist, Darlene Herbert - Outreach Consultant, Carmen Perez - Social Worker, Frankie Asio - Campus Security, Norma Lara - LVN, Paola Little - Health Clerk, Claudia Montes - IMRA, Lourdes Quezada - Intervention Teacher, Maria Perez - Campus Aide, Leah Hernandez - Campus Aide, Ana Castillon - Campus Aide, Guadalupe Gallardo - Campus Aide, Luz Medina - Campus Aide, Noemi Romero - Campus Aide and Maria Avalos - Campus Aide

**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.

Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/uvWmXYgWbgwYm2Sy5 on or before Thursday, November 9, 2023 at 5:00 p.m.

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.

**Maricela Cali and Diana Flores, Teachers, Commented:** 1) Excited with the new playground being built at Smythe Elementary School, however expressed noise and playground equipment concerns regarding the construction happening during school hours. Provided the governing board and Superintendent with a list of equipment that can be useful during recess and asked the district for their support.

**Alice De La Torre, San Ysidro Women's Club, Commented:** 1) Introduced members of the San Ysidro Women's club. 2) Shared Grace Kojima's vision to create an endowment to help San Ysidro students. 3) Alice De La Torre announced that the San Ysidro Women's Club signed an agreement last week with the San Diego Foundation to create the Grace Kojima Endowment that will begin with $125,000 and another $100,000 that will be donated by various sponsors. The endowment will help provide scholarships to students in the San Ysidro community. 4) The San Ysidro Women's Club has awarded 500 scholarships and approximately 17,000 teddy bears to students over the past years. 5) Alice De La Torre shared the student scholarship process. 6) Congratulated Mr. Bojorquez as the new Director of Human Resources.

**11. ITEMS FROM THE BOARD & SUPERINTENDENT**

**Board Member Martinez, Commented:** 1) Thanked Principal Maria Rodriguez for hosting the board meeting. 2) Thanked Willow staff for the warm welcome when he visited the school. 3) Thanked the San Ysidro Women's Club for their contributions and for creating the endowment for our San Ysidro students. 4) Excited for the reintroduction of the Writers' Tea. 5) Thanked Martha Jacobo and Gloria Bermea for their service to our San Ysidro community. 6) Thanked Smythe teachers for advocating for their students.

**Board Clerk Rosario, Commented:** 1) Thanked Principal Maria Rodriguez for hosting the board meeting. 2) Attended the Mini CABE conference at Otay Ranch High School. 3) Attended a San Ysidro Women's Club meeting and thanked each of them for their hard work and dedication in their lives to help children. 4) Expressed the impact scholarships have on students. 5) Visited the Sunset mural painting event that reflected student art ideas. 6) Thanked Smythe teachers for advocating for their students. 7) Thanked all the veterans for their service to our country.

**Board Member Rudy Lopez, Commented:** 1) Thanked the San Ysidro Women's Club for the legacy they have established. 2) Shared writing topic ideas for the Writers' Tea that is being reintroduced. 3) Expressed concerns regarding the Tijuana Valley River. 4) Shared insight regarding the partnerships that made the Sunset Mural painting happen.

**Board Member Irene Lopez, Commented:** 1) Thanked Willow Principal Maria Rodriguez for hosting the board meeting. 2) Thanked the San Ysidro Women's Club and mentioned that she is an active member. Thanked retired San Ysidro staff for joining the club and helping to serve our community. Expressed that it is not easy planning and organizing events. 3) Shared that Grace Kojima started the Teddy Bear drive and Writers' Tea. 4) Thanked Smythe teachers for advocating for their students. 5) Thanked everyone who has contributed to the new playgrounds at Smythe and La Mirada. 5) Wished everyone a Happy Veteran's Day!

**Board President Pallasigue, Commented:** 1) Thanked the San Ysidro Women's Club for creating the endowment with the San Diego Foundation. Mentioned that scholarships are a game changer for students. 2) Mentioned the board voting on the reprioritization of construction projects.

**Superintendent Potter, Commented:** 1) Thanked Maria Rodriguez and Willow for hosting the board meeting. 2) Congratulated Maria Rodriguez for being named Coordinator of Federal and State Programs and Language Acquisition. 3) Thanked the schools for the fall and Dia de Los Muertos festivities. 4) Thanked Board Clerk Rosario for attending Mini CABE throughout the years and advocating for bilingual education. Also, thanked Luis Ramos for attending the conference. 5) Thanked Board Member Rudy Lopez for the partnership with AT&T and all of the Sunset Mural volunteers that made this event happen. 6) Congratulated the Vista Del Mar baseball team for reaching the playoffs. 7) Mentioned that one of the Vista Del Mar 7th graders ranked in the top 10 in the Sweetwater Cross Country league. 8) Thanked Smythe teachers for advocating for their students and asked if they can work with Assistant Superintendent Iniguez and Chief Business Official Adrianzen to purchase the equipment that's needed. 9) Congratulated Mr. Bojorquez as the new Director of Human Resources. 10) Thanked Mairen Ruiz for being the acting Principal at San Ysidro Middle School. 11) Thanked Substitute Executive Director of Human Resources Glenn Heath for helping the HR department and the district. Shared that Mr. Heath's last day would be November 17th. 12) Welcomed back Board Vice President Irene Lopez and Chief Business Official Marilyn Adrianzen who were able to join the board meeting via Zoom. 13) Wished everyone a Happy Veteran's Day! 14) Wished everyone a wonderful Thanksgiving!

**12. GENERAL ADMINISTRATION**

**12.1 MINUTES** (Potter)
The Board approved the minutes of the Regular Board Meetings of September 7, 2023 and October 19, 2023.

Motion: Martinez Second: Rosario Vote: 5-0

**12.2 ORGANIZATIONAL MEETING** (Potter)
The Board approved Monday, December 11, 2023, at 5:00 p.m. in the Multicultural Complex at San Ysidro Middle School as the date, time and place for the annual Organizational Meeting of the Governing Board per Education Code section 35143.

Motion: Martinez Second: Pallasigue Vote: 5-0

**12.3 2024 CSBA DELEGATE ASSEMBLY NOMINATIONS** (Potter)
The Board nominated Maria Betancourt-Castaneda (National SD), Stacy Carlson (San Marcos USD), Eleanor Evans (Oceanside USO), Eddie Jones (Fallbrook Union HSD), Julie Kelly (Vista USD), Rudy Lopez (San Ysidro ESD), Dawn Perfect (Ramona USD) and Marla Strich (Encinitas Union ESD) in accordance with CSBA Bylaws, Board members in Region 17 as candidates for election to the CSBA Delegate Assembly 2023-2025.

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

**12.4 CONSTRUCTION PROJECTS RE-PRIORITIZATION PLAN** (Iniguez)
The Board approved the Construction Projects Re-Prioritization Plan.

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

**12.5 FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND EXHIBIT - 0000 SERIES** (Little)

The Board approved the First Reading and Adoption of Revised Board Policy and Exhibit - 0000 series: Board Policy 0420.41 - Charter School Oversight and Exhibit(1) 0420.41 - Charter School Oversight.

Motion: Martinez Second: Rosario Vote: 5-0

**12.6 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 1000 SERIES** (Potter/Adrianzen)

The Board approved the First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 1000 series: Board Policy 1113 - District and School Websites, Exhibit(1) 1113 - District and School Websites, Board Policy 1160 – Political Processes, Board Policy 1330 – Use of School Facilities, Administrative Regulation 1330 – Use of School Facilities and Deletion - Exhibit(1) 1330 – Use of School Facilities.

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

**12.7 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 4000 SERIES** (Heath)

The Board approved the First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 4000 series: Board Policy 4112.2 - Certification, Administrative Regulation 4112.2 - Certification, Board Policy 4112.8 - Employment of Relatives and Personal Relationships, Exhibit(1) 4112.9/4212.9/4312.9 - Employee Notifications, Board Policy 4140/4240/4340 - Bargaining Units, Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave, Administrative Regulation 4261.1 - Personal Illness/Injury Leave, Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves, Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave, Board Policy 4151/4251/4351 – Employee Compensation and Administrative Regulation 4217.3 – Layoff/Rehire.

Motion: Martinez Second: Rosario Vote: 5-0

**12.8 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBITS - 5000 SERIES** (Little)

The Board approved the First Reading and Adoption of Revised Board Policies, Administrative Regulations and Exhibits - 5000 series: Board Policy 5117 - Interdistrict Attendance, Board Policy 5131.9 –
Academic Honesty, Board Policy 5141.5 - Mental Health, Board Policy 5141.6 - School Health Services, Administrative Regulation 5141.6 - School Health Services, Board Policy 5145.6 - Parent/Guardian Notifications, Exhibit(1) 5145.6 - Parent/Guardian Notifications, Board Policy 5148 - Child Care and Development, and Administrative Regulation 5148 - Child Care and Development.

Motion: Martinez Second: Pallasigue Vote: 5-0

**12.9 FIRST READING AND ADOPTION OF NEW AND REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 6000 SERIES** (Little)
The Board approved the First Reading and Adoption of New and Revised Board Policies and Administrative Regulations - 6000 series: Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities, Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education, New Board Policy 6173.4 - Education for American Indian Students, Delete Administrative Regulation 6173.4 - Title VI Indian Education Program, Board Policy 6174 - Education for English Learners, Administrative Regulation 6174 - Education for English Learners, Board Policy 6154 – Homework/Makeup Work and Board Policy 6162.5 – Student Assessment.

Motion: Pallasigue Second: Martinez Vote: 5-0

**12.10 FIRST READING AND ADOPTION OF REVISED ADMINISTRATIVE REGULATIONS - 7000 SERIES** (Iniguez)
The Board approved the First Reading and Adoption of Revised Administrative Regulations - 7000 series: Administrative Regulation 7140 – Architectural and Engineering Services.

Motion: Pallasigue Second: Rosario Vote: 5-0

**12.11 FIRST READING AND ADOPTION OF REVISED BOARD BYLAWS - 9000 SERIES** (Potter)
The Board approved the First Reading and Adoption of Revised Board Bylaws - 9000 series: Board Bylaw 9124 – Attorney and Board Bylaw 9322 - Agenda/Meeting Materials.

Motion: Pallasigue Second: Martinez Vote: 5-0

**12.12 ADOPT RESOLUTION NO. 23/24-0018 AMENDING THE DISTRICT'S CONFLICT OF INTEREST CODE** (Potter)
The Board adopted Resolution No. 23/24-0018 amending the Conflict of Interest Code of San Ysidro School District and directing that such amendment be submitted to the San Diego County Board of Supervisors as the District's code-reviewing body (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.

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

**12.13 RESOLUTION NO. 23/24-0016 DESIGNATING STAFF TO SIGN CONTRACT DOCUMENTS AND CONTINUED FUNDING APPLICATION FOR THE PRESCHOOL AND CHILD DEVELOPMENT PROGRAM FOR FISCAL YEAR 2024-2025** (Little/Pretzer)
The Board adopted Resolution No. 23/24-0016.

Motion: Rosario Second: Martinez Vote: 5-0

**12.14 RESOLUTION NO. 23/24-0017 AUTHORIZING THE ISSUANCE OF SAN YSIDRO SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) 2023 GENERAL OBLIGATION REFUNDING BONDS, SERIES A, IN ONE OR MORE SERIES, IN A PRINCIPAL AMOUNT NOT TO EXCEED $45,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO** (Adrianzen)

The Board approved Resolution No. 23/24-0017.

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

**12.15 APPROVE REVISED SUBSTITUTE SALARY SCHEDULE REGARDING SUBSTITUTE CLASSIFIED PAY RATES** (Heath)

The Board approved the revised Substitute Salary Schedule in order to reflect the new Classified pay rates.

Motion: Pallasigue Second: Martinez Vote: 5-0

**12.16 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CINDY FRAZEE** (Heath)

The Board approved/ratified the agreement for professional services between the San Ysidro School District and Cindy Frazee.

Motion: Pallasigue Second: Rosario Vote: 5-0

**12.17 RESOLUTION NO. 23/24-0019 IN SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND FUNDING AND DESIGNATION OF AUTHORIZED DISTRICT REPRESENTATIVES** (Iniguez)

The Board approved/adopted Resolution No. 23/24-0019 in support of filing necessary applications under programs administered by the SAB and DGS and designates the Superintendent, Chief Business Official and the Assistant Superintendent of Admin. Leadership, School Support & Safety as the authorized representatives and signees for DGS and SAB applications.

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

**13. CONSENT CALENDAR**

The Board approved the Consent Calendar.

Motion: Martinez Second: Rosario Vote: 5-0

**13A. PERSONNEL – CLASSIFIED**

**RESIGNATION** (Heath)

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

**13A.1** Instructional Aide

**13A.2** Outreach Consultant

**EMPLOYMENT** (Heath)

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

**13A.3** Administrative Clerk I – Claritza Limon, Willow/Child Development Center

~~**13A.4** Custodian – Jonnatan Beltran, Willow~~ *- PULLED*

**13A.5** Instructional Aides

a. Monica Garcia Brown, Child Development Center

b. Karla Weinstein, Child Development Center

**13A.6** Instructional Aide Special Education – Nancy Murillo, Ocean View Hills

**13A.7** Substitute Clerks

a. Sandra Kawanishi, All Sites
b. Anna Nevarez, All Sites
c. Denise Padilla, All Sites

**13A.8** Substitute Custodians

a. Jeffrey Pfeiffer, All Sites
b. Raul Ramos, All Sites

**13A.9** Substitute Instructional Aide – Sandra Kawanishi, All Sites

**13B. PERSONNEL – CERTIFICATED**

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

**13B.1** Classroom Teacher K-6 – Jonatan Lopez, Willow

**13B.2** Classroom Teachers K-6 (TK) – Michelle Loberia, Willow

**13B.3** Science/Physical Education Enrichment Teacher – Eugene Yepis, Educational Services

**13B.4** Temporary School Psychologist – Terra Williams, Special Education Services Department

**13B.5** Substitute Teachers

a. Emmanuel Acosta, All Sites
b. Miguel Alvarez, All Sites
c. Portland Bates, All Sites
d. Kimberly, Brunetto, All Sites
e. Kathryn Chankheo, All Sites
f. Judith Crespo, All Sites
g. Esmeralda Farias, All Sites
h. Lucila Gurtner, All Sites
i. Petra Ortega, All Sites
j. Cynthia Pena, All Sites
k. Nizza Perez, All Sites
l. Theodore Saul, All Sites
m. Monica Sollano, All Sites
n. Silvia Stupegia, All Sites

**13B.6** Substitute Preschool Permit Teacher – Cristina Rivera-Oritz, Child Development Center

**13C. PERSONNEL – MANAGEMENT AND CONFIDENTIAL**

**TEMPORARY AGREEMENT** (Heath)
The Board approved the temporary contract as Acting Principal of San Ysidro Middle School for the remainder of the 2023-2024 school year or until a permanent Principal is hired whichever is soon:

**13C.1** Mairen Ruiz, Acting Principal

**13D. CURRICULUM & INSTRUCTION**

**13D.1 LICENSE SUBSCRIPTION WITH RENAISSANCE LEARNING, INC. FOR THE FRECKLE MATH STUDENT PROGRAM** (Little/Bravo)

The Board approved the renewal of the Freckle Math license subscription from Renaissance Learning, Inc. for Smythe Elementary at the total cost of $8,505.00 from the Title I Fund.

**13D.2 SCHOOLS' PARTICIPATION IN THE SAN DIEGO COUNTY SCRIPPS REGIONAL SPELLING BEE PROGRAM** (Little)

The Board approved the schools' participation in the San Diego County Scripps Regional Spelling Bee Program during the 2023-24 school year at the total cost of $1,393.00 from the General fund.

**13D.3 EXTENDED SCHOOL YEAR 2024 WAIVER** (Little)

The Board approved the Waiver for Extended School Year 2024 to reduce the number of instructional days provided to special education students.

**13D.4 EDUCATIONAL FIELD TRIPS FOR STUDENTS ATTENDING THE EXPANDED LEARNING INTERSESSION PROGRAM** (Little)

The Board approved the educational field trips (TBD) for students attending the expanded learning intersession program at Ocean View Hills, San Ysidro Middle and Willow schools at a cost not to exceed $245,000.00 from the ESSER III Summer Grant fund.

**13D.5 PROFESSIONAL DEVELOPMENTS** (Little)

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

**13E. BUSINESS**

**13E.1 PURCHASING REPORT** (Adrianzen/Potter)

~~Approve/Ratify the following purchase orders incurred by the District during the period January 1, 2023 through January 31, 2023.~~ The Board approved/ratified the following purchase orders incurred by the District during the period October 1, 2023 through October 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.

**13E.2 EXPENDITURE REPORT** (Adrianzen/Potter)

~~Approve/Ratify the expenditures incurred by the District during the period of January 1, 2023 through January 31, 2023 for a total expenditure of $1,632,841.87.~~ The Board approved/ratified the following purchase orders incurred by the District during the period October 1, 2023 through October 31, 2023 for a total expenditure of $1,909,253.30. 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.

**13E.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS** (Adrianzen/Potter)

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.

**13E.4 APPROVAL AND RATIFICATION OF PROFESSIONAL SERVICES WORK AUTHORIZATION(S) PURSUANT TO EXISTING MASTER AGREEMENT(S)** (Iniguez)
The Board approved/ratified the Work Authorization(s) set forth above for the total amount of $102,251.69.

**13E.5 APPROVAL AND RATIFICATION OF CONSTRUCTION CONTRACTS AUTHORIZED/ AWARDED PURSUANT TO THE CUPCCAA PROCESS** (Iniguez)
The Board approved and ratified the construction contracts set forth above for the total amount of $38,656.45

**13E.6 EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD FOR 2023-24 FISCAL YEAR** (Little/Medina)
The Board accepted the Grant Award in the total amount of $79,914.96 for the Education for Homeless Children and Youth Program to implement new provisions as it relates to homeless children and youth.

**13E.7 AGREEMENT WITH SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION FOR THE IMPLEMENTATION OF PROJECT LEAL** (Little/Ramos)
The Board approved/ratified the agreement with San Diego State University Research Foundation for the implementation of Project LEAL at no cost to the District.

**13E.8 CALNET NEXT GENERATION CERTIFICATION AGREEMENT** (Adrianzen//Potter/Lewis)
The Board approved the transition to the CALNET NextGen piggyback contract to continue receiving discounted rates for AT&T phone services Categories 15-18 through Contract No. C4-LEG-12-10-TS-01 and authorize the District to enter into an agreement with AT&T to receive uninterrupted phone services.

**13E.9 MASTER AGREEMENT WITH SWS ENGINEERING INC.** (Iniguez)
The Board approved the master agreement with SWS Engineering, Inc. an approved firm through RFQ No. 2307 to provide professional consulting services for capital improvement and maintenance projects. Authorize staff to finalize agreements with each firm based on the form of contract provided with any minor modifications having legal oversight. Authorize Superintendent or Chief Business Official to execute Work Authorizations for tasks followed by Board ratification and approval.

**13E.10 CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2024-2025** (Little/Pretzer)
The Board approved the application for continued funding for the District's State Preschool and Child Development Programs for fiscal year 2024-2025.

**13E.11 AMENDMENT NO. 1 TO THE SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM (SDQPI) AGREEMENT FOR 2023-2024** (Little/Pretzer)
The Board approved/ratified Amendment No. 1 to the San Diego Quality Preschool Initiative Program Agreement No. 23240263 for fiscal year 2023-24 to provide funds for the California State Preschool Program (CSPP) in an amount up to $36,000.00.

**13E.12 AGREEMENT WITH AMERICAN FIDELITY** (Adrianzen/Potter)
The Board approved/ratified the agreement with American Fidelity to provide the Section 125 Flexible Benefit Plan.

**13E.13 AGREEMENT WITH BRIGAID** (Iniguez)
The Board approved the agreement with Brigaid to enhance the schools' kitchen operations and dining services for an estimated total of $45,600.00 to be paid from the Child Nutrition KIT funds.

**14E.14 AGREEMENT WITH CLUB XCITE** (Little/Madera)
The Board approved the agreement with Club Xcite to provide one-on-one home and online tutoring for school year 2023-2024 at a rate from $90.00 to $100.00 per hour to be paid from the Special Education fund.

**13E.15 SAN DIEGO COUNTY NONPUBLIC AGENCY MASTER CONTRACT WITH CLUB XCITE** (Little/Madera)
The Board approved the agreement with Club Xcite 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

**13E.16 TASK ORDER NO. 2 WITH B.R. BUILDING RESOURCES COMPANY FOR THE CALSHAPE GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES** (Iniguez)
The Board approved Amendment No. 1 to extend the term of Task Order No. 2 with B.R. Building Resources to provide energy program implementation services of the CalSHAPE Program.

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

**14. ADJOURNMENT** Time: 7:36 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

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

☐ Informational
☒ Action

**AGENDA ITEM:** DATE, TIME, AND PLACE OF GOVERNING BOARD MEETINGS

---

**BACKGROUND INFORMATION:**
Education Code Section 35140 requires that the governing board of any school district shall by rule and regulation fix the time and place of its regular meetings.

**RECOMMENDATION:**
Approve the regular Governing Board meetings from January through December 2024 at 5:00 p.m., at the District Office and at each school at least once a year.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications? ☐ Yes ☐ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

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

---

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

San Ysidro
School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

# Governing Board Meeting Schedule
# January - December 2024
# 5:00 p.m.

| Day/Date | Location |
|---|---|
| Thursday, January 25, 2024 | Vista Del Mar Middle School |
| Tuesday, February 13, 2024 | Sunset School |
| Tuesday, March 5, 2024 | Smythe School |
| Thursday, April 11, 2024 | San Ysidro Middle School |
| Thursday, May 16, 2024 | San Ysidro Middle School |
| Thursday, June 6, 2024 | Ocean View Hills School |
| Thursday, June 20, 2024 | District Office |
| Thursday, July 11, 2024 | District Office |
| Thursday, August 8, 2024 | District Office |
| Thursday, September 5, 2024 | Vista Del Mar Middle School |
| Thursday, October 17, 2024 | Smythe School |
| Thursday, November 14, 2024 | Willow School |
| Thursday, December 19, 2024 | San Ysidro Middle School |

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 23/24-0020 DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2023-24

**BACKGROUND INFORMATION:**

On May 2023, the governing board approved various annual resolutions designating authorized agents to carry out District business for fiscal year 2023-24.

Resolution No. 23/24-0005 is being revised and replaced with Resolution No. 23/24-0020 establishing a Debit Card Account for ASB obligations and transactions resulting from the purchase of low-cost goods based on the available funds of each individual ASB Accounts for San Ysidro Middle School and Vista Del Mar Middle School effective October 2023.

This Resolution will designate and authorize the Chief Business Official to be the representative to monitor and approve the use of this card for better accountability.

**RECOMMENDATION:**

Approve/Ratify Resolutions No. 23/24-0020 designating Ms. Marilyn Adrianzen, Chief Business Official as the authorized representative to sign and oversee the new ASB Debit Card Account transactions for fiscal year 2023-2024.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

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

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

**SAN YSIDRO SCHOOL DISTRICT**
**RESOLUTION NO. 23/24-0020**

**DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2023-24**

ON MOTION of Member ________________ seconded by Member ________________, the following resolution is adopted effective July 1, 2023 through June 30, 2024**.**

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

1. Authorized signers on established school district bank accounts shall be as follows:
   a. **Cash Clearing Account:** established with an initial balance of $1,000 to deposit funds awaiting transfer to County Treasury.
      i. Gina A. Potter, Ed.D., Superintendent
      ii. Marilyn Adrianzen, Chief Business Official

   b. **Purchase Card Account:** established with an initial balance of $40,000 for payment of obligations resulting from purchase of low-cost goods and services at the District level.
      i. Gina A. Potter, Ed.D., Superintendent
      ii. Marilyn Adrianzen, Chief Business Official

   **c.** **District Revolving Cash Fund Account:** was established with an initial balance of $50,000. Due to the increase in the need for payment obligations resulting from purchases of low-cost goods and services and other payment responsibilities at the District level, **effective July 1, 2023, the Revolving Cash Fund Account will be increased to $100,000.**
      i. Gina A. Potter, Ed.D., Superintendent
      ii. Marilyn Adrianzen, Chief Business Official

   d. **Associated Student Body (ASB) Account:** Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
      i. Gina A. Potter, Ed.D., Superintendent
      ii. Marilyn Adrianzen, Chief Business Official
      iii. Manuel Bojorquez, Principal, San Ysidro Middle School
      iv. Irene Herrera-Cevallos, Principal, Vista Del Mar School

   e. **Debit Card Account for ASB Accounts:** Established for payment of obligations resulting from purchase of low-cost goods based on the available funds of each individual ASB Account for San Ysidro Middle School and Vista Del Mar Middle School. (Effective October 2023)
      i. Marilyn Adrianzen, Chief Business Official

f. **Camp Account**: Established for deposit of funds collected for, and payment of obligations incurred for, sending $6^{th}$ grade students to Camp.
   i. Gina A. Potter, Ed.D., Superintendent
   ii. Marilyn Adrianzen, Chief Business Official

2. Pursuant to the provisions of Education Code 42632 the following persons are hereby authorized to sign all orders ("Commercial Warrants") in the name of the San Ysidro School District, drawn on the funds of said district.

| Name | Position | Manual Signature |
|---|---|---|
| Gina A. Potter, Ed.D. | Superintendent | |
| Marilyn Adrianzen | Chief Business Official | |

**PASSED AND ADOPTED** by the Governing Board on this 12th day of December, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA )
) SS
COUNTY OF SAN DIEGO )

I, ______________________________, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Governing Board at a regularly scheduled and conducted meeting held on said date.

WITNESS my hand:

_________________________________
Clerk of the Governing Board

# SAN YSIDRO SCHOOL DISTRICT
# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 23/24-0021 ANNUAL & FIVE YEAR REPORTABLE FEES REPORT

---

**BACKGROUND INFORMATION:**

The purpose of Developer Fees imposed on new residential, commercial, and industrial development within the District is to fund the school facilities required to serve the additional grade K-8 students generated by such new development. The fees collected are used for the construction and/or acquisition of additional school facilities and the reconstruction of exiting school facilities to provide additional capacity. A proportional and reasonable relationship between the Developer Fees imposed on new development and the need for additional District school facilities exists because new development will generate new students to be enrolled in the District which will lead to increased need for school facilities. Homeowners currently being assessed for Mello-Roos are not subject to developer fees.

Pursuant to Sections 66006 and 66001 of the Government Code, the District shall make available to the public certain information relative to the collection of Statutory School Fees (“Fees”) within 180 days after the last day of the fiscal year and at least 15 days prior to the public meeting of the Governing Board. This information shall consist of the beginning and ending balances; amount of fees collected and interest earned; and identification of the program on which fees were expended, including the percentage of the cost of the project funded by fees in connection with school facilities to accommodate additional students from new developments if funded or partially funded with fees.

A copy of the 2022-23 report was made available for public review and posted on November 13, 2023.

**RECOMMENDATION:**

Approve Resolution No. 23/24-0021 for the 2022-23 Annual & Five Year Reportable Fees Report in compliance with Government Code Sections 66006 and 66001.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

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

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

# SAN YSIDRO SCHOOL DISTRICT

# RESOLUTION NO. 23/24-0021

## ANNUAL AND FIVE-YEAR REPORTABLE FEES REPORT FOR FISCAL YEAR 2022-2023 IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 66006 AND 66001

**WHEREAS**, the San Ysidro School District ("District") has received and expended statutory school facilities fees ("Reportable Fees") for the construction and/or modernization of the District's school facilities in order to accommodate students from new development ("School Facilities"); and

**WHEREAS**, pursuant to Government Code Section 66006(a), the District has established and maintained a separate capital facilities account for the Reportable Fees ("Reportable Fees Account"); and

**WHEREAS**, pursuant to Government Code Section 66006(a), the Reportable Fees have been deposited into the Reportable Fees Account in order to avoid any commingling of the Reportable Fees with other revenues and funds of the District, except for temporary investments, and has expended the Reportable Fees, along with any interest income earned, solely for the purpose(s) for which the Reportable Fees were originally collected; and;

**WHEREAS**, Government Code Section 66006(b)(1) provides that the District shall make a written report containing certain required information available to the public within one hundred eighty (180) days after the last day of each fiscal year; and

**WHEREAS**, Government Code Section 66006(b)(2) requires that the Board of Education of the District ("Board") review the information made available to the public, including the report entitled, "'The San Ysidro School District Annual and Five-Year Reportable Fees Report for Fiscal Year 2022-2023"'; ("Report") at the next regularly scheduled public meeting, at least fifteen (15) days after the Report was made available to the public; and

**WHEREAS**, the Report contains the requisite information and proposed findings concerning the collection and expenditure of Reportable Fees pursuant to Government Code Sections 66006 and 66001; and

**WHEREAS**, pursuant to Government Code Section 66006(b)(2), notice of the time and place of the Board meeting, where the Report would be considered for adoption, was mailed at least fifteen (15) days prior to the Board meeting, to any interested party who filed a written request with the District for mailed notice of the Board meeting; and

**WHEREAS**, Government Code Section 66006(d) provides that for the fifth fiscal year following the first deposit into the Reportable Fees Account, and every five years thereafter, the District shall make findings with respect to the portion of the Reportable Fees account that remains unexpended; and

**WHEREAS**, when Government Code Section 66006(d) requires certain findings, these findings will be made at the same time as that information required by Government Code Section 66006(b); and

**WHEREAS**, pursuant to Government Code Sections 66006(e) and (f), the District shall make certain findings when sufficient Reportable Fees have been collected to complete the financing of incomplete projects, and the projects remain incomplete; and

**WHEREAS**, the District has complied with all of the foregoing provisions.

NOW THEREFORE BE IT RESOLVED the Board of Education determines and orders as follows:

Section 1. The Board finds and determines that the foregoing recitals and determinations are correct.

Section 2. Pursuant to Government Code Section 66006(a), the District has established and maintained a Reportable Fees Account during Fiscal Year 2022-2023.

Section 3. Pursuant to Government Code Section 66006(a), the Reportable Fees collected during Fiscal Year 2022-2023 have been deposited into the Reportable Fees Account in order to avoid any commingling of the Reportable Fees with other revenues and funds of the District, except for temporary investments, and has expended the Reportable Fees, along with any interest earned income, solely for the purpose(s) for which the Reportable Fees were originally collected.

Section 4. Pursuant to Government Code Section 66006(b)(1), the District made the Report available to the public within one hundred eighty (180) days after the last day of Fiscal Year 2022-2023.

Section 5. Pursuant to Government Code Section 66006(b)(1), the Board reviewed the Report at the next regularly scheduled public meeting, at least fifteen (15) days, after the Report was made available to the public.

Section 6. Pursuant to Government Code Sections 66006(1) and (2), the Board reviewed the Report, which is incorporated by this reference and contains the following information:

(A) A brief description of the type of Reportable Fees in the account;
(B) The amount of the Reportable Fees;
(C) The beginning and ending balance of the account;
(D) The amount of Reportable Fees collected and the interest earned;
(E) An identification of each Project on which Reportable Fees were expended and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Reportable Fees;
(F) An identification of an approximate date by which the construction of the Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in Government Code Section 66001(a)(2), and the Project remains incomplete;
(G) A description of each inter-fund transfer or loan made from the account, including the Project on which the transferred or loaned Reportable Fees will be expended; and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account will receive on the loan; and
(H) The amount of refunds made pursuant to Government Code Section 66001(e) and any allocations pursuant to Section 66001(f).

Section 7. Pursuant to Government Code Section 66006(b)(2), notice was mailed at least fifteen (15) days prior to the Board meeting, to any interested party who filed a written request with the District for mailed notice of the Board meeting.

Section 8. The District posted notice in the District's regular posting locations.

Section 9. Pursuant to Government Code Section 66001(d), the Board reviewed the Report, which is incorporated by this reference and contains the following proposed findings:

(1) Identification of the purposed to which the Reportable Fees are to be put
(2) Demonstration of a reasonable relationship between the Reportable and the purpose for which they are charged;
(3) Identification of all sources and amounts of funding anticipated to complete financing of Projects of the District; and
(4) Designation of the approximate dates on which the funding referred to in paragraph (3) is expected to be deposited into the appropriated amount.

Section 10. When findings are required by Government Code Section 66001(d), these findings shall be made at the same time as the findings as that information required by Government Code Section 66006(b),

Section 11. Pursuant to Government Code Sections 66001(e) and (f) the District shall make certain findings when sufficient Reportable Fees have been collected to complete the financing of incomplete projects, and the projects remain incomplete.

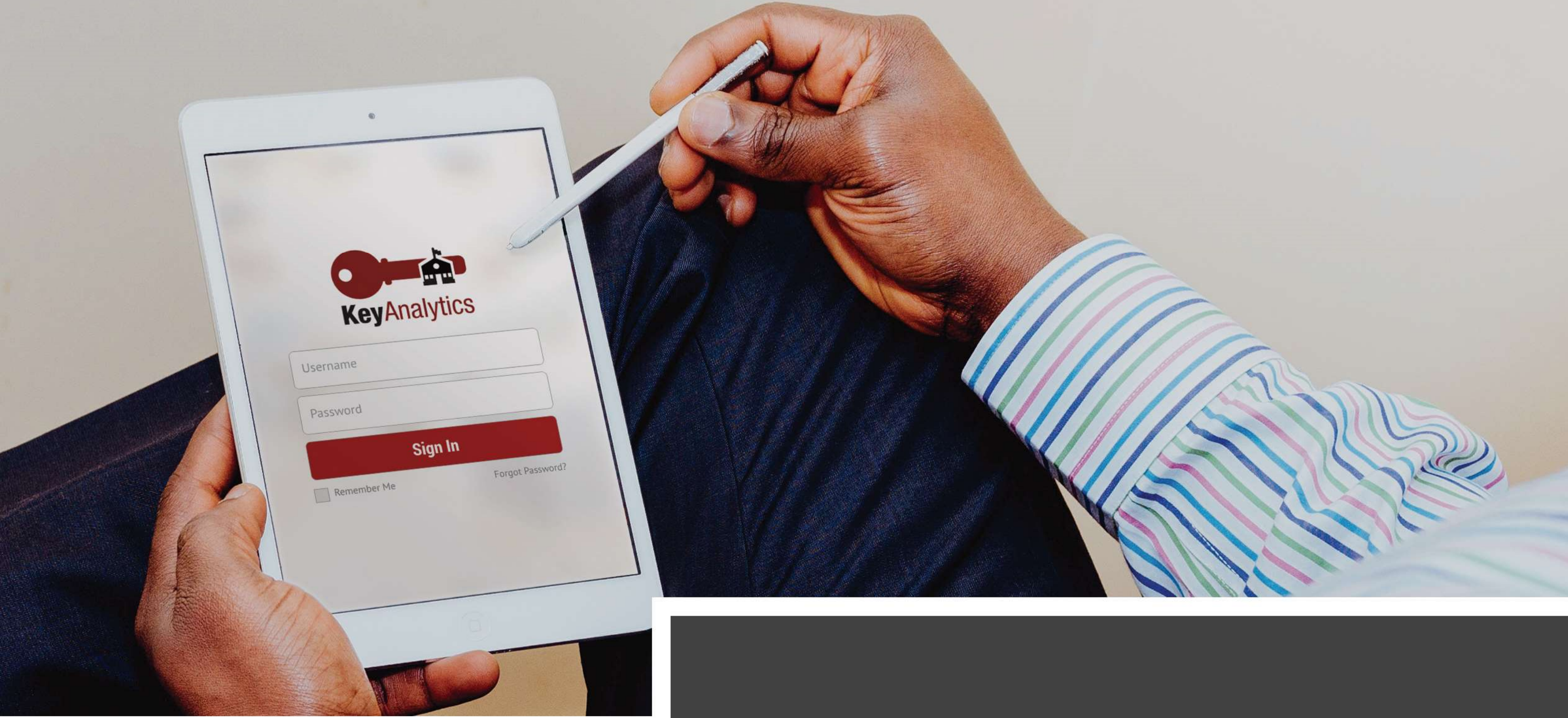
Section 12. The Board determines that the District is in compliance with Government Code Sections 66000, et seq., regarding the receipt, deposit, investment, expenditure and/or refund of Reportable Fees received and expended relative to projects for Fiscal Year 2022-2023.

Section 13. The Board determines that no refunds and allocations of Reportable Fees, as required by Government Code Section 66001(e) and 66006(b)(1)(H) are deemed payable at this time for Fiscal Year 2022-2023.

**APPROVED, PASSED AND ADOPTED** by the Board of Education of the San Ysidro School District at its regular meeting held December 12, 2023, by the following vote:

AYES:
NOES:
ABSENT:

_______________________________
Clerk of the Board of Education
San Ysidro School District




# Annual and Five-Year Reportable Fees Report

*Fiscal Year Ending June 30, 2023*

# San Ysidro School District

In Compliance with Government Code Sections 66006 and 66001

2022 / 2023

KeyAnalytics

*A division of California Financial Services*

# Table of Contents

# I. Introduction

Government Code Sections 66006 and 66001 provide that the San Ysidro School District ("District") shall make available to the public certain information and adopt prescribed findings relative to school facility fees adopted pursuant to Education Code Section 17620 and Government Code Sections 65995 ("Level 1 Fees" and "Commercial/Industrial Fees" collectively, "Statutory School Facility Fees") and Government Code Sections 65995.5, 65995.6 and 65995.7 ("Level 2 Fees" and "Level 3 Fees" collectively, "Alternative School Facility Fees"). The foregoing fees are collectively also referred to herein as "Reportable Fees".

The described information and findings contained in this Annual and Five-Year Reportable Fees Report ("Report") relate to Reportable Fees that the District received, expended or may expend in connection with school facilities in order to accommodate additional students from new and other residential development as well as commercial and industrial construction (collectively referred to as "Development") if funded or partially funded with Reportable Fees. The Reportable Fees only include money in possession of the District and do not include letters of credit, bonds, or other instruments to secure payment of Reportable Fees at a future date. The Reportable Fees have not been levied, collected, or imposed for general revenue purposes.

The District will review the Report at the next regularly scheduled public meeting ("Meeting") not less than 15 days after the Report is made available to the public. Notice of the time and place of the Meeting, including the address where the Report may be reviewed, will be mailed at least 15 days prior to the Meeting, to any interested party who filed a written request with the District for mailed notice of the Meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before December 1st of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

# II. Annual Report

In accordance with Government Code Section 66006, the District provides the following information for Fiscal Year 2022/2023.

## A. Description of the Type of Reportable Fees in the Account or Sub-Account(s) of the District

The Reportable Fees consist of Statutory School Facility Fees and Alternative School Facility Fees. The Reportable Fees were deposited in the Capital Facilities Fund ("Fund 25"), a separate capital facilities account or fund in a manner to avoid any commingling of the Reportable Fees with other revenues and funds of the District, except for temporary investments. As this Report provides, the Reportable Fees and any interest income earned by moneys in Fund 25 have been expended as set forth herein solely for the purpose for which the Reportable Fees were originally collected (Government Code Section 66006(a)).

## B. Reportable Fee Information for the Fund

I. Amount of Reportable Fees

The Reportable Fees were authorized to be levied on Development by the Board of Education ("Board") of the District at the time the Reportable Fees were adopted. As shown in the District's Fee Justification Study ("FJS") and School Facilities Needs Analysis ("SFNA"), the Reportable Fees only partially mitigate the impacts to the District caused by Development because the Reportable Fee amounts do not adequately fund the District's school facility needs resulting from additional Development within the District (Government Code Section 66006(b)(1)(A)).

**Statutory School Facility Fees (Government Code Section 66006(b)(1)(B))**

| Fee Type | Effective Dates | Development Classification | Fee per Sq. Ft |
|---|---|---|---|
| Level 1 | July 1, 2022 to July 17, 2022 | Residential | $2.49 |
| Level 1 | July 1, 2022 to July 17, 2022 | Commercial/Industrial | $0.40 |
| Level 1 | July 1, 2022 to July 17, 2022 | Self Storage (CID) | $0.1462 |
| Level 1 | July 18, 2022 to June 30, 2023 | Residential | $2.92 |
| Level 1 | July 18, 2022 to June 30, 2023 | Commercial/Industrial | $0.48 |
| Level 1 | July 18, 2022 to June 30, 2023 | Self Storage (CID) | $0.1100 |

**Alternative School Facilities Fees (Government Code Section 66006(b)(1)(B))**

| Fee Type | Effective Dates | Development Classification | Fee per Sq. Ft |
|---|---|---|---|
| Level 2 | July 1, 2022 to June 30, 2023 | Residential | NA |

## II. Beginning and Ending Balance, Reportable Fees Collected, Interest Earned and Expenditures of the Fund (Government Code Section 66006(b)(1)(C) and (D))

**Fund Balance for Fiscal Year 2022/2023**

| Beginning Balance as of July 1, 2022 | $4,499,013.50 |
|---|---|
| Amount of Reportable Fees Collected | $2,721,435.97 |
| Interest Earned | 91,562.32 |
| Net Increase (Decrease in Fair Value Investments) | (88,966.73) |
| Interfund Transfers In/(Out) - District Reimbursement | 0.00 |
| Expenditures | 0.00 |
| **Ending Balance as of June 30, 2023** | **$7,223,045.06** |

## III. Identification of Each District Project on which Reportable Fees Were Expended Including the School Facilities Project ("Project") Total and Percentage of the Project Cost that was Funded with Reportable Fees (Government Code Section 66006(b)(1)(E))

**No Reportable Fees were expended in Fiscal Year 2022/2023.**

IV. When the District Accumulates Sufficient Funds to Complete Project(s) for Which It Previously Identified as Intending to Spend Reportable Fees, the District Needs to Identify the Approximate Date It Will Commence Construction on Such Project(s) (Government code 66006(b)(1)(F))

The District is required to make such identification pursuant to Government Code Section 66001(a)(2). The identification may have been done by reference to a capital improvement plan or general plan or may be made in other public documents that identify the public facilities for which the fee is charged.

**The District has determined that for Fiscal Year 2022/2023 Reportable Fees and other sources of funding were not sufficient to complete the financing of any Project.**

V. Description of Each Interfund Transfer or Loan Made from the Fund (Government Code Section 66006(b)(1)(G)

**In Fiscal Year 2022/2023 the District did not make any interfund transfers or loans from Fund 25.**

VI. Refunds and Allocations (Government Code Section 66006(b)(1)(H), 66001(e), (f))

When the District has determined that sufficient funds have been collected to complete financing on incomplete Project(s) and the Project remains incomplete, the District is required to identify the approximate date by which the construction of the Project(s) will commence. If the District fails to timely identify the approximate date by which the construction of the Project(s) will commence, then the District must refund the unexpended portion of the Reportable Fees and any interest accrued thereon to the then current record owner(s).

**In Fiscal Year 2022/2023 the District did not make any refunds due to unexpended Reportable Fees.**

# III. Five Year Report

In accordance with Government Code Section 66001, the District provides the following information for Fiscal Year 2022/2023:

For the fifth fiscal year following the first deposit into Fund 25, and every five years thereafter, the District is required to make all of the following findings with respect to that portion of the Fund remaining unexpended, whether committed or uncommitted. At the close of the fiscal year 2022/2023, there remained **$7,223,045.06** in Fund 25 (Government Code Section 66001(d)).

## A. Identification of All Projects for which the Reportable Fees will be expended in the Future

The purpose of the Reportable Fees imposed and collected on Development within the District is to fund additional school facilities required to serve the students of the District generated by Development within the District. Specifically, the Reportable Fees will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities to accommodate new growth from new Development including, but not limited to, adding additional classrooms, technology and acquiring and installing additional portable classrooms (Government Code Section 66001(d)(1)(A)).

Based on the Otay Mesa Community Plan the East Otay Mesa Specific Plan, a significant amount of additional students will be generated by the 12,750 single and multi-family units projected to be developed. The District does not have student capacity in its existing school facilities to accommodate these new students. The District recognizes the need to build/expand school facilities due to new Development; however, the District is currently in the initial planning stages of accommodating growth and has not identified the specific size, scope and timing of the school facilities needed.

## B. Demonstration of a Reasonable Relationship between the Reportable Fees and the Purposes for Which They are Charged

As explained in the FJS and/or SFNA, there is a roughly proportional, reasonable relationship between the Development upon which the Reportable Fees are charged and the need for additional school facilities by reason of the fact that additional students will be generated by additional Development within the District, and the District does not have student capacity in its existing school facilities to accommodate these new students.

Furthermore, the Reportable Fees charged on Development will be used to fund school facilities which will be used to serve the students generated from Development. The Reportable Fees only partially mitigate the impacts to the District caused by Development because the Reportable Fee amounts do not adequately fund the District's school facility needs resulting from additional Development within the District. The Reportable Fees do not exceed the costs of providing such school facilities for new students. (Government Code Section (d)(1)(B)).

## C. Identification of All Sources and Amounts of Funding Anticipated to Complete Incomplete Projects Identified by the District in Paragraph A Above and Approximate Date Funding Is Expected to Be Deposited. (Government Code Section 66001(d)(1)(C) and Section 66001(d)(1) (D)):

The District recognizes the need to build/expand school facilities due to new Development, specifically for the 12,750 single and multi-family units projected to be built in the Otay Mesa region. The District recognizes Developer Fees will be an integral part of funding these facilities, but will not be able to solely fund these new school facilities. The District is in the process of identifying additional sources of funding to be utilized to accommodate future growth and build the school facilities needed by the community.

# SAN YSIDRO SCHOOL DISTRICT
## *GOVERNING BOARD AGENDA*

**TO:** Governing Board | **BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** FIRST INTERIM FINANCIAL REPORT 2023-24

**BACKGROUND INFORMATION:**
AB1200 requires local educational agencies (LEAs) to file Interim Reports of their annual budget as of October 31st and January 31st respectively. LEAs must collect the financial data for these reporting periods and project the financial conditions of the current and two subsequent fiscal years. Based on the projected financial conditions, the LEAs will certify the Interim Report in one of the following three categories:

- Positive – the school district **will meet** its financial obligations for the current and two subsequent fiscal years.
- Qualified – the school district **may not meet** its financial obligations for the current and two subsequent fiscal years.
- Negative – the school district **will not meet** its financial obligations for the current and two subsequent fiscal years.

Please note that Education Code sections 42130 and 42131 require that Interim Reports be submitted to the Governing Board on the SACS forms, the format prescribed by the State Superintendent of Public Instruction. Per the Education Code indicated above, the District hereby submits the 2023-24 First Interim Financial Report for the Governing Board's review and approval.

The 2023-24 First Interim Financial Report will be available to the public on the District's website after Governing Board's approval. (REPORT UNDER SEPARATE COVER)

**RECOMMENDATION:**
Approve the 2023-24 First Interim Financial Report.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

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

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

San Ysidro School District EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

# FIRST INTERIM FINANCIAL REPORT

# 2023-2024

**Regular Board Meeting**
**December 12, 2023**

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: ______________________ Date: ______________________
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 12, 2023 Signed: ______________________
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

X POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

___ QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

___ NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: MARILYN ADRIANZEN Telephone: 619-428-4476

Title: CHIEF BUSINESS OFFICIAL E-mail: marilyn.adrianzen@sysdschools.org

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

| **CRITERIA AND STANDARDS** | | | **Met** | **Not Met** |
|---|---|---|---|---|
| 1 | Average Daily Attendance | Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption. | X | |
| **CRITERIA AND STANDARDS (continued)** | | | **Met** | **Not Met** |
| 2 | Enrollment | Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption. | X | |
| 3 | ADA to Enrollment | Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios. | | X |
| 4 | Local Control Funding Formula (LCFF) Revenue | Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption. | X | |
| 5 | Salaries and Benefits | Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years. | X | |
| 6a | Other Revenues | Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption. | | X |
| 6b | Other Expenditures | Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption. | | X |
| 7 | Ongoing and Major Maintenance Account | If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account). | | X |
| 8 | Deficit Spending | Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years. | | X |
| 9a | Fund Balance | Projected general fund balance will be positive at the end of the current and two subsequent fiscal years. | X | |
| 9b | Cash Balance | Projected general fund cash balance will be positive at the end of the current fiscal year. | X | |
| 10 | Reserves | Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years. | X | |
| **SUPPLEMENTAL INFORMATION** | | | **No** | **Yes** |
| S1 | Contingent Liabilities | Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget? | X | |

| | | | | |
|---|---|---|---|---|
| S2 | Using One-time Revenues to Fund Ongoing Expenditures | Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent? | X | |
| S3 | Temporary Interfund Borrowings | Are there projected temporary borrowings between funds? | X | |
| S4 | Contingent Revenues | Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? | X | |
| S5 | Contributions | Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than $20,000 and more than 5% for any of the current or two subsequent fiscal years? | X | |
| **SUPPLEMENTAL INFORMATION (continued)** | | | **No** | **Yes** |
| S6 | Long-term Commitments | Does the district have long-term (multiyear) commitments or debt agreements? | | X |
| | | • If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2022-23) annual payment? | X | |
| | | • If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources? | X | |
| S7a | Postemployment Benefits Other than Pensions | Does the district provide postemployment benefits other than pensions (OPEB)? | | X |
| | | • If yes, have there been changes since budget adoption in OPEB liabilities? | | X |
| S7b | Other Self-insurance Benefits | Does the district operate any self-insurance programs (e.g., workers' compensation)? | X | |
| | | • If yes, have there been changes since budget adoption in self-insurance liabilities? | n/a | |
| S8 | Status of Labor Agreements | As of first interim projections, are salary and benefit negotiations still unsettled for: | | |
| | | • Certificated? (Section S8A, Line 1b) | | X |
| | | • Classified? (Section S8B, Line 1b) | | X |
| | | • Management/supervisor/confidential? (Section S8C, Line 1b) | | X |
| S8 | Labor Agreement Budget Revisions | For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for: | | |
| | | • Certificated? (Section S8A, Line 3) | n/a | |
| | | • Classified? (Section S8B, Line 3) | n/a | |
| S9 | Status of Other Funds | Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year? | X | |
| **ADDITIONAL FISCAL INDICATORS** | | | **No** | **Yes** |
| A1 | Negative Cash Flow | Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? | X | |
| A2 | Independent Position Control | Is personnel position control independent from the payroll system? | X | |
| A3 | Declining Enrollment | Is enrollment decreasing in both the prior and current fiscal years? | | X |
| A4 | New Charter Schools Impacting District Enrollment | Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year? | X | |
| A5 | Salary Increases Exceed COLA | Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment? | X | |
| A6 | Uncapped Health Benefits | Does the district provide uncapped (100% employer paid) health benefits for current or retired employees? | X | |
| A7 | Independent Financial System | Is the district's financial system independent from the county office system? | X | |
| A8 | Fiscal Distress Reports | Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a). | X | |
| A9 | Change of CBO or Superintendent | Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months? | X | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 57,432,598.00 | 57,302,924.00 | 9,257,466.37 | 57,302,924.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 100,000.00 | 100,000.00 | 25,336.47 | 100,000.00 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 803,992.00 | 835,950.00 | 23,730.55 | 835,950.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 100,000.00 | 100,000.00 | 455,343.03 | 100,000.00 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 58,436,590.00 | 58,338,874.00 | 9,761,876.42 | 58,338,874.00 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 22,685,796.95 | 22,717,725.95 | 6,825,953.82 | 22,717,725.95 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 8,214,217.22 | 8,214,217.22 | 2,865,966.69 | 8,214,217.22 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 11,552,568.49 | 10,552,568.49 | 3,599,562.27 | 10,552,568.49 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 903,275.00 | 991,557.00 | 373,745.56 | 991,557.00 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 5,794,282.00 | 5,913,032.00 | 3,396,218.17 | 5,913,032.00 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299 7400-7499 | 271,000.00 | 271,000.00 | 32,088.00 | 271,000.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | (723,968.00) | (2,019,229.00) | 0.00 | (2,019,229.00) | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 48,697,171.66 | 46,640,871.66 | 17,093,534.51 | 46,640,871.66 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | 9,739,418.34 | 11,698,002.34 | (7,331,658.09) | 11,698,002.34 | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | (9,643,384.76) | (9,850,998.76) | 0.00 | (9,850,998.76) | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | (9,643,384.76) | (9,850,998.76) | 0.00 | (9,850,998.76) | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 96,033.58 | 1,847,003.58 | (7,331,658.09) | 1,847,003.58 | | |
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 3,522,680.03 | 3,522,680.03 | | 3,522,680.03 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 3,522,680.03 | 3,522,680.03 | | 3,522,680.03 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 3,522,680.03 | 3,522,680.03 | | 3,522,680.03 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 3,618,713.61 | 5,369,683.61 | | 5,369,683.61 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 100,000.00 | 100,000.00 | | 100,000.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |
| b) Restricted | | 9740 | 0.00 | 0.00 | | 0.00 | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| c) Committed | | | | | | | | |
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 1,286,799.00 | 2,262,068.00 | | 2,262,068.00 | | |
| 16-17 ADA Overstatement | 0000 | 9780 | *389,983.00* | | | | | |
| ADA Overstatement | 1100 | 9780 | *896,816.00* | | | | | |
| 16-17 ADA Overstatement | 0000 | 9780 | | *811,167.00* | | | | |
| State Budget Shortfall | 0000 | 9780 | | *1,069,845.00* | | | | |
| State Budget Shortfall | 1100 | 9780 | | *381,056.00* | | | | |
| 16-17 ADA Overstatement | 0000 | 9780 | | | | *811,167.00* | | |
| State Budget Shortfall | 0000 | 9780 | | | | *1,069,845.00* | | |
| State Budget Shortfall | 1100 | 9780 | | | | *381,056.00* | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 2,231,913.00 | 3,007,614.00 | | 3,007,614.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | 1.61 | 1.61 | | 1.61 | | |
| **LCFF SOURCES** | | | | | | | | |
| Principal Apportionment | | | | | | | | |
| State Aid - Current Year | | 8011 | 25,292,501.00 | 23,397,458.00 | 7,611,000.00 | 23,397,458.00 | 0.00 | 0.0% |
| Education Protection Account State Aid - Current Year | | 8012 | 806,215.00 | 806,186.00 | 415,947.00 | 806,186.00 | 0.00 | 0.0% |
| State Aid - Prior Years | | 8019 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Tax Relief Subventions | | | | | | | | |
| Homeowners' Exemptions | | 8021 | 145,584.00 | 142,171.00 | 0.00 | 142,171.00 | 0.00 | 0.0% |
| Timber Yield Tax | | 8022 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Subventions/In-Lieu Taxes | | 8029 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| County & District Taxes | | | | | | | | |
| Secured Roll Taxes | | 8041 | 27,815,853.00 | 29,136,634.00 | (38,772.97) | 29,136,634.00 | 0.00 | 0.0% |
| Unsecured Roll Taxes | | 8042 | 913,836.00 | 1,063,057.00 | 1,034,906.71 | 1,063,057.00 | 0.00 | 0.0% |
| Prior Years' Taxes | | 8043 | (44,385.00) | 328.00 | 1,430.78 | 328.00 | 0.00 | 0.0% |
| Supplemental Taxes | | 8044 | 969,841.00 | 1,029,561.00 | 165,899.35 | 1,029,561.00 | 0.00 | 0.0% |
| Education Revenue Augmentation Fund (ERAF) | | 8045 | (57,322.00) | 43,821.00 | 67,055.50 | 43,821.00 | 0.00 | 0.0% |
| Community Redevelopment Funds (SB 617/699/1992) | | 8047 | 1,590,475.00 | 1,683,708.00 | 0.00 | 1,683,708.00 | 0.00 | 0.0% |
| Penalties and Interest from Delinquent Taxes | | 8048 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Miscellaneous Funds (EC 41604) | | | | | | | | |
| Royalties and Bonuses | | 8081 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other In-Lieu Taxes | | 8082 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Less: Non-LCFF | | | | | | | | |
| (50%) Adjustment | | 8089 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subtotal, LCFF Sources | | | 57,432,598.00 | 57,302,924.00 | 9,257,466.37 | 57,302,924.00 | 0.00 | 0.0% |
| LCFF Transfers | | | | | | | | |
| Unrestricted LCFF | | | | | | | | |
| Transfers - Current Year | 0000 | 8091 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other LCFF Transfers - Current Year | All Other | 8091 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers to Charter Schools in Lieu of Property Taxes | | 8096 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Property Taxes Transfers | | 8097 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| LCFF/Revenue Limit Transfers - Prior Years | | 8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, LCFF SOURCES | | | 57,432,598.00 | 57,302,924.00 | 9,257,466.37 | 57,302,924.00 | 0.00 | 0.0% |
| **FEDERAL REVENUE** | | | | | | | | |
| Maintenance and Operations | | 8110 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Special Education Entitlement | | 8181 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Special Education Discretionary Grants | | 8182 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Child Nutrition Programs | | 8220 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Donated Food Commodities | | 8221 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Forest Reserve Funds | | 8260 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Flood Control Funds | | 8270 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Wildlife Reserve Funds | | 8280 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| FEMA | | 8281 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interagency Contracts Between LEAs | | 8285 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Pass-Through Revenues from Federal Sources | | 8287 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Title I, Part A, Basic | 3010 | 8290 | | | | | | |
| Title I, Part D, Local Delinquent Programs | 3025 | 8290 | | | | | | |
| Title II, Part A, Supporting Effective Instruction | 4035 | 8290 | | | | | | |
| Title III, Part A, Immigrant Student Program | 4201 | 8290 | | | | | | |
| Title III, Part A, English Learner Program | 4203 | 8290 | | | | | | |
| Public Charter Schools Grant Program (PCSGP) | 4610 | 8290 | | | | | | |
| Other NCLB / Every Student Succeeds Act | 3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630 | 8290 | | | | | | |
| Career and Technical Education | 3500-3599 | 8290 | | | | | | |
| All Other Federal Revenue | All Other | 8290 | 100,000.00 | 100,000.00 | 25,336.47 | 100,000.00 | 0.00 | 0.0% |
| TOTAL, FEDERAL REVENUE | | | 100,000.00 | 100,000.00 | 25,336.47 | 100,000.00 | 0.00 | 0.0% |
| **OTHER STATE REVENUE** | | | | | | | | |
| Other State Apportionments | | | | | | | | |
| ROC/P Entitlement | | | | | | | | |
| Prior Years | 6360 | 8319 | | | | | | |
| Special Education Master Plan | | | | | | | | |
| Current Year | 6500 | 8311 | | | | | | |
| Prior Years | 6500 | 8319 | | | | | | |
| All Other State Apportionments - Current Year | All Other | 8311 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Apportionments - Prior Years | All Other | 8319 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Child Nutrition Programs | | 8520 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Mandated Costs Reimbursements | | 8550 | 146,282.00 | 146,282.00 | 0.00 | 146,282.00 | 0.00 | 0.0% |
| Lottery - Unrestricted and Instructional Materials | | 8560 | 657,710.00 | 689,668.00 | 23,730.55 | 689,668.00 | 0.00 | 0.0% |
| Tax Relief Subventions | | | | | | | | |
| Restricted Levies - Other | | | | | | | | |
| Homeowners' Exemptions | | 8575 | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Other Subventions/In-Lieu Taxes | | 8576 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Pass-Through Revenues from State Sources | | 8587 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| After School Education and Safety (ASES) | 6010 | 8590 | | | | | | |
| Charter School Facility Grant | 6030 | 8590 | | | | | | |
| Career Technical Education Incentive Grant Program | 6387 | 8590 | | | | | | |
| Drug/Alcohol/Tobacco Funds | 6650, 6690, 6695 | 8590 | | | | | | |
| California Clean Energy Jobs Act | 6230 | 8590 | | | | | | |
| Specialized Secondary | 7370 | 8590 | | | | | | |
| American Indian Early Childhood Education | 7210 | 8590 | | | | | | |
| All Other State Revenue | All Other | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER STATE REVENUE | | | 803,992.00 | 835,950.00 | 23,730.55 | 835,950.00 | 0.00 | 0.0% |
| **OTHER LOCAL REVENUE** | | | | | | | | |
| Other Local Revenue | | | | | | | | |
| County and District Taxes | | | | | | | | |
| Other Restricted Levies | | | | | | | | |
| Secured Roll | | 8615 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Unsecured Roll | | 8616 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Prior Years' Taxes | | 8617 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Supplemental Taxes | | 8618 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Non-Ad Valorem Taxes | | | | | | | | |
| Parcel Taxes | | 8621 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other | | 8622 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Community Redevelopment Funds Not Subject to LCFF Deduction | | 8625 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Penalties and Interest from Delinquent Non-LCFF Taxes | | 8629 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Sales | | | | | | | | |
| Sale of Equipment/Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Sale of Publications | | 8632 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Food Service Sales | | 8634 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Sales | | 8639 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Leases and Rentals | | 8650 | 0.00 | 0.00 | 5,075.76 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 100,000.00 | 100,000.00 | 318,380.18 | 100,000.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Fees and Contracts | | | | | | | | |
| Adult Education Fees | | 8671 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Non-Resident Students | | 8672 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transportation Fees From Individuals | | 8675 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interagency Services | | 8677 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Mitigation/Developer Fees | | 8681 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Fees and Contracts | | 8689 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Local Revenue | | | | | | | | |
| Plus: Misc Funds Non-LCFF (50%) Adjustment | | 8691 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Pass-Through Revenues From Local Sources | | 8697 | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| All Other Local Revenue | | 8699 | 0.00 | 0.00 | 131,887.09 | 0.00 | 0.00 | 0.0% |
| Tuition | | 8710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In | | 8781-8783 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers Of Apportionments | | | | | | | | |
| Special Education SELPA Transfers | | | | | | | | |
| From Districts or Charter Schools | 6500 | 8791 | | | | | | |
| From County Offices | 6500 | 8792 | | | | | | |
| From JPAs | 6500 | 8793 | | | | | | |
| ROC/P Transfers | | | | | | | | |
| From Districts or Charter Schools | 6360 | 8791 | | | | | | |
| From County Offices | 6360 | 8792 | | | | | | |
| From JPAs | 6360 | 8793 | | | | | | |
| Other Transfers of Apportionments | | | | | | | | |
| From Districts or Charter Schools | All Other | 8791 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From County Offices | All Other | 8792 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From JPAs | All Other | 8793 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In from All Others | | 8799 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER LOCAL REVENUE | | | 100,000.00 | 100,000.00 | 455,343.03 | 100,000.00 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 58,436,590.00 | 58,338,874.00 | 9,761,876.42 | 58,338,874.00 | 0.00 | 0.0% |
| **CERTIFICATED SALARIES** | | | | | | | | |
| Certificated Teachers' Salaries | | 1100 | 19,894,190.51 | 19,926,119.51 | 5,939,959.47 | 19,926,119.51 | 0.00 | 0.0% |
| Certificated Pupil Support Salaries | | 1200 | 755,083.74 | 755,083.74 | 197,898.09 | 755,083.74 | 0.00 | 0.0% |
| Certificated Supervisors' and Administrators' Salaries | | 1300 | 2,036,522.70 | 2,036,522.70 | 659,592.40 | 2,036,522.70 | 0.00 | 0.0% |
| Other Certificated Salaries | | 1900 | 0.00 | 0.00 | 28,503.86 | 0.00 | 0.00 | 0.0% |
| TOTAL, CERTIFICATED SALARIES | | | 22,685,796.95 | 22,717,725.95 | 6,825,953.82 | 22,717,725.95 | 0.00 | 0.0% |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Instructional Salaries | | 2100 | 0.00 | 0.00 | 16,407.26 | 0.00 | 0.00 | 0.0% |
| Classified Support Salaries | | 2200 | 3,394,081.38 | 3,394,081.38 | 1,255,113.40 | 3,394,081.38 | 0.00 | 0.0% |
| Classified Supervisors' and Administrators' Salaries | | 2300 | 601,082.25 | 601,082.25 | 174,895.94 | 601,082.25 | 0.00 | 0.0% |
| Clerical, Technical and Office Salaries | | 2400 | 2,911,492.72 | 2,911,492.72 | 988,752.85 | 2,911,492.72 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 1,307,560.87 | 1,307,560.87 | 430,797.24 | 1,307,560.87 | 0.00 | 0.0% |
| TOTAL, CLASSIFIED SALARIES | | | 8,214,217.22 | 8,214,217.22 | 2,865,966.69 | 8,214,217.22 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 4,352,365.67 | 3,352,365.67 | 1,258,273.43 | 3,352,365.67 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 1,877,194.73 | 1,877,194.73 | 608,477.59 | 1,877,194.73 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 859,126.40 | 859,126.40 | 300,351.27 | 859,126.40 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 3,008,250.00 | 3,008,250.00 | 1,085,093.51 | 3,008,250.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 19,777.93 | 19,777.93 | 4,837.12 | 19,777.93 | 0.00 | 0.0% |
| Workers' Compensation | | 3601-3602 | 751,774.55 | 751,774.55 | 245,668.82 | 751,774.55 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 684,000.00 | 684,000.00 | 96,260.53 | 684,000.00 | 0.00 | 0.0% |
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 79.21 | 79.21 | 600.00 | 79.21 | 0.00 | 0.0% |
| TOTAL, EMPLOYEE BENEFITS | | | 11,552,568.49 | 10,552,568.49 | 3,599,562.27 | 10,552,568.49 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Approved Textbooks and Core Curricula Materials | | 4100 | 50,000.00 | 50,000.00 | 18,403.08 | 50,000.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Books and Other Reference Materials | | 4200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Materials and Supplies | | 4300 | 803,275.00 | 879,557.00 | 350,697.26 | 879,557.00 | 0.00 | 0.0% |
| Noncapitalized Equipment | | 4400 | 50,000.00 | 62,000.00 | 4,645.22 | 62,000.00 | 0.00 | 0.0% |
| Food | | 4700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 903,275.00 | 991,557.00 | 373,745.56 | 991,557.00 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Travel and Conferences | | 5200 | 42,000.00 | 34,150.00 | 13,250.72 | 34,150.00 | 0.00 | 0.0% |
| Dues and Memberships | | 5300 | 26,000.00 | 28,000.00 | 33,727.68 | 28,000.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 1,600,000.00 | 1,600,000.00 | 670,734.47 | 1,600,000.00 | 0.00 | 0.0% |
| Operations and Housekeeping Services | | 5500 | 1,600,000.00 | 1,600,000.00 | 566,430.61 | 1,600,000.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 515,000.00 | 520,000.00 | 189,993.59 | 520,000.00 | 0.00 | 0.0% |
| Transfers of Direct Costs | | 5710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 1,901,282.00 | 2,020,882.00 | 1,881,769.46 | 2,020,882.00 | 0.00 | 0.0% |
| Communications | | 5900 | 110,000.00 | 110,000.00 | 40,311.64 | 110,000.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 5,794,282.00 | 5,913,032.00 | 3,396,218.17 | 5,913,032.00 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Land | | 6100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Land Improvements | | 6170 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Buildings and Improvements of Buildings | | 6200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Books and Media for New School Libraries or Major Expansion of School Libraries | | 6300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment | | 6400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER OUTGO (excluding Transfers of Indirect Costs)** | | | | | | | | |
| Tuition | | | | | | | | |
| Tuition for Instruction Under Interdistrict | | | | | | | | |
| Attendance Agreements | | 7110 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| State Special Schools | | 7130 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Tuition, Excess Costs, and/or Deficit Payments | | | | | | | | |
| Payments to Districts or Charter Schools | | 7141 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Payments to County Offices | | 7142 | 0.00 | 0.00 | 32,088.00 | 0.00 | 0.00 | 0.0% |
| Payments to JPAs | | 7143 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Pass-Through Revenues | | | | | | | | |
| To Districts or Charter Schools | | 7211 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To County Offices | | 7212 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To JPAs | | 7213 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Special Education SELPA Transfers of Apportionments | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| To Districts or Charter Schools | 6500 | 7221 | | | | | | |
| To County Offices | 6500 | 7222 | | | | | | |
| To JPAs | 6500 | 7223 | | | | | | |
| ROC/P Transfers of Apportionments | | | | | | | | |
| To Districts or Charter Schools | 6360 | 7221 | | | | | | |
| To County Offices | 6360 | 7222 | | | | | | |
| To JPAs | 6360 | 7223 | | | | | | |
| Other Transfers of Apportionments | All Other | 7221-7223 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers | | 7281-7283 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers Out to All Others | | 7299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service | | | | | | | | |
| Debt Service - Interest | | 7438 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Debt Service - Principal | | 7439 | 271,000.00 | 271,000.00 | 0.00 | 271,000.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs) | | | 271,000.00 | 271,000.00 | 32,088.00 | 271,000.00 | 0.00 | 0.0% |
| **OTHER OUTGO - TRANSFERS OF INDIRECT COSTS** | | | | | | | | |
| Transfers of Indirect Costs | | 7310 | (493,124.00) | (1,788,385.00) | 0.00 | (1,788,385.00) | 0.00 | 0.0% |
| Transfers of Indirect Costs - Interfund | | 7350 | (230,844.00) | (230,844.00) | 0.00 | (230,844.00) | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS | | | (723,968.00) | (2,019,229.00) | 0.00 | (2,019,229.00) | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 48,697,171.66 | 46,640,871.66 | 17,093,534.51 | 46,640,871.66 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |
| From: Special Reserve Fund | | 8912 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From: Bond Interest and | | | | | | | | |
| Redemption Fund | | 8914 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| To: Child Development Fund | | 7611 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To: Special Reserve Fund | | 7612 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To: State School Building Fund/ County School Facilities Fund | | 7613 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To: Cafeteria Fund | | 7616 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| State Apportionments | | | | | | | | |
| Emergency Apportionments | | 8931 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds | | | | | | | | |
| Proceeds from Disposal of Capital Assets | | 8953 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Sources | | | | | | | | |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Long-Term Debt Proceeds | | | | | | | | |
| Proceeds from Certificates of Participation | | 8971 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Leases | | 8972 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Proceeds from Lease Revenue Bonds | | 8973 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from SBITAs | | 8974 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Sources | | 8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (c) TOTAL, SOURCES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Uses | | 7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | (9,643,384.76) | (9,850,998.76) | 0.00 | (9,850,998.76) | 0.00 | 0.0% |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (e) TOTAL, CONTRIBUTIONS | | | (9,643,384.76) | (9,850,998.76) | 0.00 | (9,850,998.76) | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e) | | | (9,643,384.76) | (9,850,998.76) | 0.00 | (9,850,998.76) | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 233,940.00 | 233,940.00 | 0.00 | 233,940.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 2,922,262.00 | 6,995,213.74 | 533,731.06 | 6,995,213.74 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 10,066,123.00 | 10,553,312.00 | 2,204,900.65 | 10,553,312.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 3,034,219.00 | 3,402,759.68 | 822,292.42 | 3,402,759.68 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 16,256,544.00 | 21,185,225.42 | 3,560,924.13 | 21,185,225.42 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 4,738,327.93 | 6,795,246.87 | 2,467,646.49 | 6,795,246.87 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 3,797,466.89 | 4,434,841.37 | 1,411,441.07 | 4,434,841.37 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 6,985,590.98 | 8,099,238.23 | 1,583,238.97 | 8,099,238.23 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 5,031,746.30 | 9,474,223.77 | 1,177,669.66 | 9,474,223.77 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 4,653,672.66 | 21,046,268.88 | 1,835,591.37 | 21,046,268.88 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 1,974,720.00 | 213,438.43 | 1,974,720.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299<br>7400-7499 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | 493,124.00 | 1,788,385.00 | 0.00 | 1,788,385.00 | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 25,699,928.76 | 53,612,924.12 | 8,689,025.99 | 53,612,924.12 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | (9,443,384.76) | (32,427,698.70) | (5,128,101.86) | (32,427,698.70) | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 9,643,384.76 | 9,850,998.76 | 0.00 | 9,850,998.76 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 9,643,384.76 | 9,850,998.76 | 0.00 | 9,850,998.76 | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 200,000.00 | (22,576,699.94) | (5,128,101.86) | (22,576,699.94) | | |
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 25,252,714.14 | 25,252,714.14 | | 25,252,714.14 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 25,252,714.14 | 25,252,714.14 | | 25,252,714.14 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 25,252,714.14 | 25,252,714.14 | | 25,252,714.14 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 25,452,714.14 | 2,676,014.20 | | 2,676,014.20 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 0.00 | 0.00 | | 0.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| b) Restricted | | 9740 | 25,452,714.14 | 2,676,014.20 | | 2,676,014.20 | | |
| c) Committed | | | | | | | | |
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 0.00 | 0.00 | | 0.00 | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 0.00 | 0.00 | | 0.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | 0.00 | 0.00 | | 0.00 | | |
| **LCFF SOURCES** | | | | | | | | |
| Principal Apportionment | | | | | | | | |
| State Aid - Current Year | | 8011 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Education Protection Account State Aid - Current Year | | 8012 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| State Aid - Prior Years | | 8019 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Tax Relief Subventions | | | | | | | | |
| Homeowners' Exemptions | | 8021 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Timber Yield Tax | | 8022 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Other Subventions/In-Lieu Taxes | | 8029 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| County & District Taxes | | | | | | | | |
| Secured Roll Taxes | | 8041 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Unsecured Roll Taxes | | 8042 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Prior Years' Taxes | | 8043 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Supplemental Taxes | | 8044 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Education Revenue Augmentation Fund (ERAF) | | 8045 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Community Redevelopment Funds (SB 617/699/1992) | | 8047 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Penalties and Interest from Delinquent Taxes | | 8048 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Miscellaneous Funds (EC 41604) | | | | | | | | |
| Royalties and Bonuses | | 8081 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Other In-Lieu Taxes | | 8082 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Less: Non-LCFF | | | | | | | | |
| (50%) Adjustment | | 8089 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Subtotal, LCFF Sources | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| LCFF Transfers | | | | | | | | |
| Unrestricted LCFF | | | | | | | | |
| Transfers - Current Year | 0000 | 8091 | | | | | | |
| All Other LCFF Transfers - Current Year | All Other | 8091 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers to Charter Schools in Lieu of Property Taxes | | 8096 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Property Taxes Transfers | | 8097 | 233,940.00 | 233,940.00 | 0.00 | 233,940.00 | 0.00 | 0.0% |
| LCFF/Revenue Limit Transfers - Prior Years | | 8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, LCFF SOURCES | | | 233,940.00 | 233,940.00 | 0.00 | 233,940.00 | 0.00 | 0.0% |
| **FEDERAL REVENUE** | | | | | | | | |
| Maintenance and Operations | | 8110 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Special Education Entitlement | | 8181 | 939,155.00 | 939,155.00 | 0.00 | 939,155.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Special Education Discretionary Grants | | 8182 | 94,072.00 | 94,487.00 | 20,071.29 | 94,487.00 | 0.00 | 0.0% |
| Child Nutrition Programs | | 8220 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Donated Food Commodities | | 8221 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Forest Reserve Funds | | 8260 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Flood Control Funds | | 8270 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Wildlife Reserve Funds | | 8280 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| FEMA | | 8281 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interagency Contracts Between LEAs | | 8285 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Pass-Through Revenues from Federal Sources | | 8287 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Title I, Part A, Basic | 3010 | 8290 | 1,248,880.00 | 2,823,020.00 | 173,467.00 | 2,823,020.00 | 0.00 | 0.0% |
| Title I, Part D, Local Delinquent Programs | 3025 | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Title II, Part A, Supporting Effective Instruction | 4035 | 8290 | 150,143.00 | 443,706.58 | 48,832.00 | 443,706.58 | 0.00 | 0.0% |
| Title III, Part A, Immigrant Student Program | 4201 | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Title III, Part A, English Learner Program | 4203 | 8290 | 310,780.00 | 713,112.00 | 74,515.00 | 713,112.00 | 0.00 | 0.0% |
| Public Charter Schools Grant Program (PCSGP) | 4610 | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other NCLB / Every Student Succeeds Act | 3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630 | 8290 | 179,232.00 | 387,846.51 | 5,581.89 | 387,846.51 | 0.00 | 0.0% |
| Career and Technical Education | 3500-3599 | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Federal Revenue | All Other | 8290 | 0.00 | 1,593,886.65 | 211,263.88 | 1,593,886.65 | 0.00 | 0.0% |
| TOTAL, FEDERAL REVENUE | | | 2,922,262.00 | 6,995,213.74 | 533,731.06 | 6,995,213.74 | 0.00 | 0.0% |
| **OTHER STATE REVENUE** | | | | | | | | |
| Other State Apportionments | | | | | | | | |
| ROC/P Entitlement | | | | | | | | |
| Prior Years | 6360 | 8319 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Special Education Master Plan | | | | | | | | |
| Current Year | 6500 | 8311 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Prior Years | 6500 | 8319 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Apportionments - Current Year | All Other | 8311 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Apportionments - Prior Years | All Other | 8319 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Child Nutrition Programs | | 8520 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Mandated Costs Reimbursements | | 8550 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Lottery - Unrestricted and Instructional Materials | | 8560 | 259,215.00 | 280,543.00 | 45,366.65 | 280,543.00 | 0.00 | 0.0% |
| Tax Relief Subventions | | | | | | | | |
| Restricted Levies - Other | | | | | | | | |
| Homeowners' Exemptions | | 8575 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Subventions/In-Lieu Taxes | | 8576 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Pass-Through Revenues from State Sources | | 8587 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| After School Education and Safety (ASES) | 6010 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Charter School Facility Grant | 6030 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Career Technical Education Incentive Grant Program | 6387 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Drug/Alcohol/Tobacco Funds | 6650, 6690, 6695 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| California Clean Energy Jobs Act | 6230 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Specialized Secondary | 7370 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| American Indian Early Childhood Education | 7210 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Revenue | All Other | 8590 | 9,806,908.00 | 10,272,769.00 | 2,159,534.00 | 10,272,769.00 | 0.00 | 0.0% |
| TOTAL, OTHER STATE REVENUE | | | 10,066,123.00 | 10,553,312.00 | 2,204,900.65 | 10,553,312.00 | 0.00 | 0.0% |
| **OTHER LOCAL REVENUE** | | | | | | | | |
| Other Local Revenue | | | | | | | | |
| County and District Taxes | | | | | | | | |
| Other Restricted Levies | | | | | | | | |
| Secured Roll | | 8615 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Unsecured Roll | | 8616 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Prior Years' Taxes | | 8617 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Supplemental Taxes | | 8618 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Non-Ad Valorem Taxes | | | | | | | | |
| Parcel Taxes | | 8621 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other | | 8622 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Community Redevelopment Funds Not Subject to LCFF Deduction | | 8625 | 200,000.00 | 200,000.00 | 0.00 | 200,000.00 | 0.00 | 0.0% |
| Penalties and Interest from Delinquent Non-LCFF Taxes | | 8629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Sales | | | | | | | | |
| Sale of Equipment/Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Sale of Publications | | 8632 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Food Service Sales | | 8634 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Sales | | 8639 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Leases and Rentals | | 8650 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Fees and Contracts | | | | | | | | |
| Adult Education Fees | | 8671 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Non-Resident Students | | 8672 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Transportation Fees From Individuals | | 8675 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interagency Services | | 8677 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Mitigation/Developer Fees | | 8681 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Fees and Contracts | | 8689 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Local Revenue | | | | | | | | |
| Plus: Misc Funds Non-LCFF (50%) Adjustment | | 8691 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Pass-Through Revenues From Local Sources | | 8697 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Local Revenue | | 8699 | 0.00 | 368,540.68 | 1,864.42 | 368,540.68 | 0.00 | 0.0% |
| Tuition | | 8710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In | | 8781-8783 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers Of Apportionments | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Special Education SELPA Transfers | | | | | | | | |
| From Districts or Charter Schools | 6500 | 8791 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From County Offices | 6500 | 8792 | 2,834,219.00 | 2,834,219.00 | 820,428.00 | 2,834,219.00 | 0.00 | 0.0% |
| From JPAs | 6500 | 8793 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| ROC/P Transfers | | | | | | | | |
| From Districts or Charter Schools | 6360 | 8791 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From County Offices | 6360 | 8792 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From JPAs | 6360 | 8793 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Transfers of Apportionments | | | | | | | | |
| From Districts or Charter Schools | All Other | 8791 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From County Offices | All Other | 8792 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From JPAs | All Other | 8793 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In from All Others | | 8799 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER LOCAL REVENUE | | | 3,034,219.00 | 3,402,759.68 | 822,292.42 | 3,402,759.68 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 16,256,544.00 | 21,185,225.42 | 3,560,924.13 | 21,185,225.42 | 0.00 | 0.0% |
| **CERTIFICATED SALARIES** | | | | | | | | |
| Certificated Teachers' Salaries | | 1100 | 4,092,530.89 | 6,094,609.83 | 2,004,612.96 | 6,094,609.83 | 0.00 | 0.0% |
| Certificated Pupil Support Salaries | | 1200 | 293,093.66 | 293,093.66 | 334,908.04 | 293,093.66 | 0.00 | 0.0% |
| Certificated Supervisors' and Administrators' Salaries | | 1300 | 352,703.38 | 407,543.38 | 128,125.49 | 407,543.38 | 0.00 | 0.0% |
| Other Certificated Salaries | | 1900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CERTIFICATED SALARIES | | | 4,738,327.93 | 6,795,246.87 | 2,467,646.49 | 6,795,246.87 | 0.00 | 0.0% |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Instructional Salaries | | 2100 | 2,842,162.02 | 3,036,550.80 | 1,059,073.81 | 3,036,550.80 | 0.00 | 0.0% |
| Classified Support Salaries | | 2200 | 538,795.89 | 603,795.89 | 173,145.04 | 603,795.89 | 0.00 | 0.0% |
| Classified Supervisors' and Administrators' Salaries | | 2300 | 190,376.60 | 203,143.60 | 68,465.92 | 203,143.60 | 0.00 | 0.0% |
| Clerical, Technical and Office Salaries | | 2400 | 226,132.38 | 326,132.38 | 110,756.30 | 326,132.38 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 0.00 | 265,218.70 | 0.00 | 265,218.70 | 0.00 | 0.0% |
| TOTAL, CLASSIFIED SALARIES | | | 3,797,466.89 | 4,434,841.37 | 1,411,441.07 | 4,434,841.37 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 3,823,514.84 | 4,833,989.84 | 425,104.71 | 4,833,989.84 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 1,140,300.96 | 1,215,152.96 | 370,064.05 | 1,215,152.96 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 398,828.77 | 418,106.77 | 151,880.91 | 418,106.77 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 1,398,850.00 | 1,398,850.00 | 527,277.47 | 1,398,850.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 4,467.61 | 5,949.86 | 1,938.75 | 5,949.86 | 0.00 | 0.0% |
| Workers' Compensation | | 3601-3602 | 219,628.80 | 227,188.80 | 106,973.08 | 227,188.80 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EMPLOYEE BENEFITS | | | 6,985,590.98 | 8,099,238.23 | 1,583,238.97 | 8,099,238.23 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Approved Textbooks and Core Curricula Materials | | 4100 | 259,215.00 | 282,264.98 | 827,485.65 | 282,264.98 | 0.00 | 0.0% |
| Books and Other Reference Materials | | 4200 | 0.00 | 0.00 | 44,069.96 | 0.00 | 0.00 | 0.0% |
| Materials and Supplies | | 4300 | 4,772,531.30 | 9,142,037.50 | 303,873.93 | 9,142,037.50 | 0.00 | 0.0% |
| Noncapitalized Equipment | | 4400 | 0.00 | 49,921.29 | 2,240.12 | 49,921.29 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Food | | 4700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 5,031,746.30 | 9,474,223.77 | 1,177,669.66 | 9,474,223.77 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Travel and Conferences | | 5200 | 104,807.38 | 471,116.38 | 22,286.85 | 471,116.38 | 0.00 | 0.0% |
| Dues and Memberships | | 5300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Operations and Housekeeping Services | | 5500 | 100,000.00 | 100,000.00 | 6,651.00 | 100,000.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 789,276.91 | 1,346,890.91 | 165,163.61 | 1,346,890.91 | 0.00 | 0.0% |
| Transfers of Direct Costs | | 5710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 3,659,588.37 | 19,128,261.59 | 1,641,489.91 | 19,128,261.59 | 0.00 | 0.0% |
| Communications | | 5900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 4,653,672.66 | 21,046,268.88 | 1,835,591.37 | 21,046,268.88 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Land | | 6100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Land Improvements | | 6170 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Buildings and Improvements of Buildings | | 6200 | 0.00 | 1,974,720.00 | 213,438.43 | 1,974,720.00 | 0.00 | 0.0% |
| Books and Media for New School Libraries or Major Expansion of School Libraries | | 6300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment | | 6400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 1,974,720.00 | 213,438.43 | 1,974,720.00 | 0.00 | 0.0% |
| **OTHER OUTGO (excluding Transfers of Indirect Costs)** | | | | | | | | |
| Tuition | | | | | | | | |
| Tuition for Instruction Under Interdistrict Attendance Agreements | | 7110 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| State Special Schools | | 7130 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Tuition, Excess Costs, and/or Deficit Payments | | | | | | | | |
| Payments to Districts or Charter Schools | | 7141 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Payments to County Offices | | 7142 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Payments to JPAs | | 7143 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Pass-Through Revenues | | | | | | | | |
| To Districts or Charter Schools | | 7211 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To County Offices | | 7212 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To JPAs | | 7213 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Special Education SELPA Transfers of Apportionments | | | | | | | | |
| To Districts or Charter Schools | 6500 | 7221 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To County Offices | 6500 | 7222 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To JPAs | 6500 | 7223 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| ROC/P Transfers of Apportionments | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| To Districts or Charter Schools | 6360 | 7221 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To County Offices | 6360 | 7222 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To JPAs | 6360 | 7223 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Transfers of Apportionments | All Other | 7221-7223 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers | | 7281-7283 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers Out to All Others | | 7299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service | | | | | | | | |
| Debt Service - Interest | | 7438 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Debt Service - Principal | | 7439 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER OUTGO - TRANSFERS OF INDIRECT COSTS** | | | | | | | | |
| Transfers of Indirect Costs | | 7310 | 493,124.00 | 1,788,385.00 | 0.00 | 1,788,385.00 | 0.00 | 0.0% |
| Transfers of Indirect Costs - Interfund | | 7350 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS | | | 493,124.00 | 1,788,385.00 | 0.00 | 1,788,385.00 | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 25,699,928.76 | 53,612,924.12 | 8,689,025.99 | 53,612,924.12 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |
| From: Special Reserve Fund | | 8912 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From: Bond Interest and Redemption Fund | | 8914 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| To: Child Development Fund | | 7611 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To: Special Reserve Fund | | 7612 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To: State School Building Fund/ County School Facilities Fund | | 7613 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To: Cafeteria Fund | | 7616 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| State Apportionments | | | | | | | | |
| Emergency Apportionments | | 8931 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Proceeds | | | | | | | | |
| Proceeds from Disposal of Capital Assets | | 8953 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Sources | | | | | | | | |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Long-Term Debt Proceeds | | | | | | | | |
| Proceeds from Certificates of Participation | | 8971 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Leases | | 8972 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Lease Revenue Bonds | | 8973 | 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 | 0.0% |
| All Other Financing Sources | | 8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| (c) TOTAL, SOURCES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Uses | | 7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | 9,643,384.76 | 9,850,998.76 | 0.00 | 9,850,998.76 | 0.00 | 0.0% |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (e) TOTAL, CONTRIBUTIONS | | | 9,643,384.76 | 9,850,998.76 | 0.00 | 9,850,998.76 | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e) | | | 9,643,384.76 | 9,850,998.76 | 0.00 | 9,850,998.76 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 57,666,538.00 | 57,536,864.00 | 9,257,466.37 | 57,536,864.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 3,022,262.00 | 7,095,213.74 | 559,067.53 | 7,095,213.74 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 10,870,115.00 | 11,389,262.00 | 2,228,631.20 | 11,389,262.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 3,134,219.00 | 3,502,759.68 | 1,277,635.45 | 3,502,759.68 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 74,693,134.00 | 79,524,099.42 | 13,322,800.55 | 79,524,099.42 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 27,424,124.88 | 29,512,972.82 | 9,293,600.31 | 29,512,972.82 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 12,011,684.11 | 12,649,058.59 | 4,277,407.76 | 12,649,058.59 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 18,538,159.47 | 18,651,806.72 | 5,182,801.24 | 18,651,806.72 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 5,935,021.30 | 10,465,780.77 | 1,551,415.22 | 10,465,780.77 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 10,447,954.66 | 26,959,300.88 | 5,231,809.54 | 26,959,300.88 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 1,974,720.00 | 213,438.43 | 1,974,720.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299 7400-7499 | 271,000.00 | 271,000.00 | 32,088.00 | 271,000.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | (230,844.00) | (230,844.00) | 0.00 | (230,844.00) | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 74,397,100.42 | 100,253,795.78 | 25,782,560.50 | 100,253,795.78 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | 296,033.58 | (20,729,696.36) | (12,459,759.95) | (20,729,696.36) | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 296,033.58 | (20,729,696.36) | (12,459,759.95) | (20,729,696.36) | | |
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 28,775,394.17 | 28,775,394.17 | | 28,775,394.17 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 28,775,394.17 | 28,775,394.17 | | 28,775,394.17 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 28,775,394.17 | 28,775,394.17 | | 28,775,394.17 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 29,071,427.75 | 8,045,697.81 | | 8,045,697.81 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 100,000.00 | 100,000.00 | | 100,000.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| b) Restricted | | 9740 | 25,452,714.14 | 2,676,014.20 | | 2,676,014.20 | | |
| c) Committed | | | | | | | | |
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 1,286,799.00 | 2,262,068.00 | | 2,262,068.00 | | |
| 16-17 ADA Overstatement | 0000 | 9780 | *389,983.00* | | | | | |
| ADA Overstatement | 1100 | 9780 | *896,816.00* | | | | | |
| 16-17 ADA Overstatement | 0000 | 9780 | | *811,167.00* | | | | |
| State Budget Shortfall | 0000 | 9780 | | *1,069,845.00* | | | | |
| State Budget Shortfall | 1100 | 9780 | | *381,056.00* | | | | |
| 16-17 ADA Overstatement | 0000 | 9780 | | | | *811,167.00* | | |
| State Budget Shortfall | 0000 | 9780 | | | | *1,069,845.00* | | |
| State Budget Shortfall | 1100 | 9780 | | | | *381,056.00* | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 2,231,913.00 | 3,007,614.00 | | 3,007,614.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | 1.61 | 1.61 | | 1.61 | | |
| **LCFF SOURCES** | | | | | | | | |
| Principal Apportionment | | | | | | | | |
| State Aid - Current Year | | 8011 | 25,292,501.00 | 23,397,458.00 | 7,611,000.00 | 23,397,458.00 | 0.00 | 0.0% |
| Education Protection Account State Aid - Current Year | | 8012 | 806,215.00 | 806,186.00 | 415,947.00 | 806,186.00 | 0.00 | 0.0% |
| State Aid - Prior Years | | 8019 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Tax Relief Subventions | | | | | | | | |
| Homeowners' Exemptions | | 8021 | 145,584.00 | 142,171.00 | 0.00 | 142,171.00 | 0.00 | 0.0% |
| Timber Yield Tax | | 8022 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Subventions/In-Lieu Taxes | | 8029 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| County & District Taxes | | | | | | | | |
| Secured Roll Taxes | | 8041 | 27,815,853.00 | 29,136,634.00 | (38,772.97) | 29,136,634.00 | 0.00 | 0.0% |
| Unsecured Roll Taxes | | 8042 | 913,836.00 | 1,063,057.00 | 1,034,906.71 | 1,063,057.00 | 0.00 | 0.0% |
| Prior Years' Taxes | | 8043 | (44,385.00) | 328.00 | 1,430.78 | 328.00 | 0.00 | 0.0% |
| Supplemental Taxes | | 8044 | 969,841.00 | 1,029,561.00 | 165,899.35 | 1,029,561.00 | 0.00 | 0.0% |
| Education Revenue Augmentation Fund (ERAF) | | 8045 | (57,322.00) | 43,821.00 | 67,055.50 | 43,821.00 | 0.00 | 0.0% |
| Community Redevelopment Funds (SB 617/699/1992) | | 8047 | 1,590,475.00 | 1,683,708.00 | 0.00 | 1,683,708.00 | 0.00 | 0.0% |
| Penalties and Interest from Delinquent Taxes | | 8048 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Miscellaneous Funds (EC 41604) | | | | | | | | |
| Royalties and Bonuses | | 8081 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other In-Lieu Taxes | | 8082 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Less: Non-LCFF | | | | | | | | |
| (50%) Adjustment | | 8089 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subtotal, LCFF Sources | | | 57,432,598.00 | 57,302,924.00 | 9,257,466.37 | 57,302,924.00 | 0.00 | 0.0% |
| LCFF Transfers | | | | | | | | |
| Unrestricted LCFF | | | | | | | | |
| Transfers - Current Year | 0000 | 8091 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other LCFF Transfers - Current Year | All Other | 8091 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Transfers to Charter Schools in Lieu of Property Taxes | | 8096 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Property Taxes Transfers | | 8097 | 233,940.00 | 233,940.00 | 0.00 | 233,940.00 | 0.00 | 0.0% |
| LCFF/Revenue Limit Transfers - Prior Years | | 8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, LCFF SOURCES | | | 57,666,538.00 | 57,536,864.00 | 9,257,466.37 | 57,536,864.00 | 0.00 | 0.0% |
| **FEDERAL REVENUE** | | | | | | | | |
| Maintenance and Operations | | 8110 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Special Education Entitlement | | 8181 | 939,155.00 | 939,155.00 | 0.00 | 939,155.00 | 0.00 | 0.0% |
| Special Education Discretionary Grants | | 8182 | 94,072.00 | 94,487.00 | 20,071.29 | 94,487.00 | 0.00 | 0.0% |
| Child Nutrition Programs | | 8220 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Donated Food Commodities | | 8221 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Forest Reserve Funds | | 8260 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Flood Control Funds | | 8270 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Wildlife Reserve Funds | | 8280 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| FEMA | | 8281 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interagency Contracts Between LEAs | | 8285 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Pass-Through Revenues from Federal Sources | | 8287 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Title I, Part A, Basic | 3010 | 8290 | 1,248,880.00 | 2,823,020.00 | 173,467.00 | 2,823,020.00 | 0.00 | 0.0% |
| Title I, Part D, Local Delinquent Programs | 3025 | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Title II, Part A, Supporting Effective Instruction | 4035 | 8290 | 150,143.00 | 443,706.58 | 48,832.00 | 443,706.58 | 0.00 | 0.0% |
| Title III, Part A, Immigrant Student Program | 4201 | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Title III, Part A, English Learner Program | 4203 | 8290 | 310,780.00 | 713,112.00 | 74,515.00 | 713,112.00 | 0.00 | 0.0% |
| Public Charter Schools Grant Program (PCSGP) | 4610 | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other NCLB / Every Student Succeeds Act | 3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630 | 8290 | 179,232.00 | 387,846.51 | 5,581.89 | 387,846.51 | 0.00 | 0.0% |
| Career and Technical Education | 3500-3599 | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Federal Revenue | All Other | 8290 | 100,000.00 | 1,693,886.65 | 236,600.35 | 1,693,886.65 | 0.00 | 0.0% |
| TOTAL, FEDERAL REVENUE | | | 3,022,262.00 | 7,095,213.74 | 559,067.53 | 7,095,213.74 | 0.00 | 0.0% |
| **OTHER STATE REVENUE** | | | | | | | | |
| Other State Apportionments | | | | | | | | |
| ROC/P Entitlement | | | | | | | | |
| Prior Years | 6360 | 8319 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Special Education Master Plan | | | | | | | | |
| Current Year | 6500 | 8311 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Prior Years | 6500 | 8319 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Apportionments - Current Year | All Other | 8311 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Apportionments - Prior Years | All Other | 8319 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Child Nutrition Programs | | 8520 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Mandated Costs Reimbursements | | 8550 | 146,282.00 | 146,282.00 | 0.00 | 146,282.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Lottery - Unrestricted and Instructional Materials | | 8560 | 916,925.00 | 970,211.00 | 69,097.20 | 970,211.00 | 0.00 | 0.0% |
| Tax Relief Subventions | | | | | | | | |
| Restricted Levies - Other | | | | | | | | |
| Homeowners' Exemptions | | 8575 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Subventions/In-Lieu Taxes | | 8576 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Pass-Through Revenues from State Sources | | 8587 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| After School Education and Safety (ASES) | 6010 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Charter School Facility Grant | 6030 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Career Technical Education Incentive Grant Program | 6387 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Drug/Alcohol/Tobacco Funds | 6650, 6690, 6695 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| California Clean Energy Jobs Act | 6230 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Specialized Secondary | 7370 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| American Indian Early Childhood Education | 7210 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Revenue | All Other | 8590 | 9,806,908.00 | 10,272,769.00 | 2,159,534.00 | 10,272,769.00 | 0.00 | 0.0% |
| TOTAL, OTHER STATE REVENUE | | | 10,870,115.00 | 11,389,262.00 | 2,228,631.20 | 11,389,262.00 | 0.00 | 0.0% |
| **OTHER LOCAL REVENUE** | | | | | | | | |
| Other Local Revenue | | | | | | | | |
| County and District Taxes | | | | | | | | |
| Other Restricted Levies | | | | | | | | |
| Secured Roll | | 8615 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Unsecured Roll | | 8616 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Prior Years' Taxes | | 8617 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Supplemental Taxes | | 8618 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Non-Ad Valorem Taxes | | | | | | | | |
| Parcel Taxes | | 8621 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other | | 8622 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Community Redevelopment Funds Not Subject to LCFF Deduction | | 8625 | 200,000.00 | 200,000.00 | 0.00 | 200,000.00 | 0.00 | 0.0% |
| Penalties and Interest from Delinquent Non-LCFF Taxes | | 8629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Sales | | | | | | | | |
| Sale of Equipment/Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Sale of Publications | | 8632 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Food Service Sales | | 8634 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Sales | | 8639 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Leases and Rentals | | 8650 | 0.00 | 0.00 | 5,075.76 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 100,000.00 | 100,000.00 | 318,380.18 | 100,000.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Fees and Contracts | | | | | | | | |
| Adult Education Fees | | 8671 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Non-Resident Students | | 8672 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transportation Fees From Individuals | | 8675 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interagency Services | | 8677 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Mitigation/Developer Fees | | 8681 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| All Other Fees and Contracts | | 8689 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Local Revenue | | | | | | | | |
| Plus: Misc Funds Non-LCFF (50%) Adjustment | | 8691 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Pass-Through Revenues From Local Sources | | 8697 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Local Revenue | | 8699 | 0.00 | 368,540.68 | 133,751.51 | 368,540.68 | 0.00 | 0.0% |
| Tuition | | 8710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In | | 8781-8783 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers Of Apportionments | | | | | | | | |
| Special Education SELPA Transfers | | | | | | | | |
| From Districts or Charter Schools | 6500 | 8791 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From County Offices | 6500 | 8792 | 2,834,219.00 | 2,834,219.00 | 820,428.00 | 2,834,219.00 | 0.00 | 0.0% |
| From JPAs | 6500 | 8793 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| ROC/P Transfers | | | | | | | | |
| From Districts or Charter Schools | 6360 | 8791 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From County Offices | 6360 | 8792 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From JPAs | 6360 | 8793 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Transfers of Apportionments | | | | | | | | |
| From Districts or Charter Schools | All Other | 8791 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From County Offices | All Other | 8792 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From JPAs | All Other | 8793 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In from All Others | | 8799 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER LOCAL REVENUE | | | 3,134,219.00 | 3,502,759.68 | 1,277,635.45 | 3,502,759.68 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 74,693,134.00 | 79,524,099.42 | 13,322,800.55 | 79,524,099.42 | 0.00 | 0.0% |
| **CERTIFICATED SALARIES** | | | | | | | | |
| Certificated Teachers' Salaries | | 1100 | 23,986,721.40 | 26,020,729.34 | 7,944,572.43 | 26,020,729.34 | 0.00 | 0.0% |
| Certificated Pupil Support Salaries | | 1200 | 1,048,177.40 | 1,048,177.40 | 532,806.13 | 1,048,177.40 | 0.00 | 0.0% |
| Certificated Supervisors' and Administrators' Salaries | | 1300 | 2,389,226.08 | 2,444,066.08 | 787,717.89 | 2,444,066.08 | 0.00 | 0.0% |
| Other Certificated Salaries | | 1900 | 0.00 | 0.00 | 28,503.86 | 0.00 | 0.00 | 0.0% |
| TOTAL, CERTIFICATED SALARIES | | | 27,424,124.88 | 29,512,972.82 | 9,293,600.31 | 29,512,972.82 | 0.00 | 0.0% |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Instructional Salaries | | 2100 | 2,842,162.02 | 3,036,550.80 | 1,075,481.07 | 3,036,550.80 | 0.00 | 0.0% |
| Classified Support Salaries | | 2200 | 3,932,877.27 | 3,997,877.27 | 1,428,258.44 | 3,997,877.27 | 0.00 | 0.0% |
| Classified Supervisors' and Administrators' Salaries | | 2300 | 791,458.85 | 804,225.85 | 243,361.86 | 804,225.85 | 0.00 | 0.0% |
| Clerical, Technical and Office Salaries | | 2400 | 3,137,625.10 | 3,237,625.10 | 1,099,509.15 | 3,237,625.10 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 1,307,560.87 | 1,572,779.57 | 430,797.24 | 1,572,779.57 | 0.00 | 0.0% |
| TOTAL, CLASSIFIED SALARIES | | | 12,011,684.11 | 12,649,058.59 | 4,277,407.76 | 12,649,058.59 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 8,175,880.51 | 8,186,355.51 | 1,683,378.14 | 8,186,355.51 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 3,017,495.69 | 3,092,347.69 | 978,541.64 | 3,092,347.69 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 1,257,955.17 | 1,277,233.17 | 452,232.18 | 1,277,233.17 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 4,407,100.00 | 4,407,100.00 | 1,612,370.98 | 4,407,100.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 24,245.54 | 25,727.79 | 6,775.87 | 25,727.79 | 0.00 | 0.0% |
| Workers' Compensation | | 3601-3602 | 971,403.35 | 978,963.35 | 352,641.90 | 978,963.35 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 684,000.00 | 684,000.00 | 96,260.53 | 684,000.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 79.21 | 79.21 | 600.00 | 79.21 | 0.00 | 0.0% |
| TOTAL, EMPLOYEE BENEFITS | | | 18,538,159.47 | 18,651,806.72 | 5,182,801.24 | 18,651,806.72 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Approved Textbooks and Core Curricula Materials | | 4100 | 309,215.00 | 332,264.98 | 845,888.73 | 332,264.98 | 0.00 | 0.0% |
| Books and Other Reference Materials | | 4200 | 0.00 | 0.00 | 44,069.96 | 0.00 | 0.00 | 0.0% |
| Materials and Supplies | | 4300 | 5,575,806.30 | 10,021,594.50 | 654,571.19 | 10,021,594.50 | 0.00 | 0.0% |
| Noncapitalized Equipment | | 4400 | 50,000.00 | 111,921.29 | 6,885.34 | 111,921.29 | 0.00 | 0.0% |
| Food | | 4700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 5,935,021.30 | 10,465,780.77 | 1,551,415.22 | 10,465,780.77 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Travel and Conferences | | 5200 | 146,807.38 | 505,266.38 | 35,537.57 | 505,266.38 | 0.00 | 0.0% |
| Dues and Memberships | | 5300 | 26,000.00 | 28,000.00 | 33,727.68 | 28,000.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 1,600,000.00 | 1,600,000.00 | 670,734.47 | 1,600,000.00 | 0.00 | 0.0% |
| Operations and Housekeeping Services | | 5500 | 1,700,000.00 | 1,700,000.00 | 573,081.61 | 1,700,000.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 1,304,276.91 | 1,866,890.91 | 355,157.20 | 1,866,890.91 | 0.00 | 0.0% |
| Transfers of Direct Costs | | 5710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 5,560,870.37 | 21,149,143.59 | 3,523,259.37 | 21,149,143.59 | 0.00 | 0.0% |
| Communications | | 5900 | 110,000.00 | 110,000.00 | 40,311.64 | 110,000.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 10,447,954.66 | 26,959,300.88 | 5,231,809.54 | 26,959,300.88 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Land | | 6100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Land Improvements | | 6170 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Buildings and Improvements of Buildings | | 6200 | 0.00 | 1,974,720.00 | 213,438.43 | 1,974,720.00 | 0.00 | 0.0% |
| Books and Media for New School Libraries or Major Expansion of School Libraries | | 6300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment | | 6400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 1,974,720.00 | 213,438.43 | 1,974,720.00 | 0.00 | 0.0% |
| **OTHER OUTGO (excluding Transfers of Indirect Costs)** | | | | | | | | |
| Tuition | | | | | | | | |
| Tuition for Instruction Under Interdistrict Attendance Agreements | | 7110 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| State Special Schools | | 7130 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Tuition, Excess Costs, and/or Deficit Payments | | | | | | | | |
| Payments to Districts or Charter Schools | | 7141 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Payments to County Offices | | 7142 | 0.00 | 0.00 | 32,088.00 | 0.00 | 0.00 | 0.0% |
| Payments to JPAs | | 7143 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Transfers of Pass-Through Revenues | | | | | | | | |
| To Districts or Charter Schools | | 7211 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To County Offices | | 7212 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To JPAs | | 7213 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Special Education SELPA Transfers of Apportionments | | | | | | | | |
| To Districts or Charter Schools | 6500 | 7221 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To County Offices | 6500 | 7222 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To JPAs | 6500 | 7223 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| ROC/P Transfers of Apportionments | | | | | | | | |
| To Districts or Charter Schools | 6360 | 7221 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To County Offices | 6360 | 7222 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To JPAs | 6360 | 7223 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Transfers of Apportionments | All Other | 7221-7223 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers | | 7281-7283 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers Out to All Others | | 7299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service | | | | | | | | |
| Debt Service - Interest | | 7438 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Debt Service - Principal | | 7439 | 271,000.00 | 271,000.00 | 0.00 | 271,000.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs) | | | 271,000.00 | 271,000.00 | 32,088.00 | 271,000.00 | 0.00 | 0.0% |
| **OTHER OUTGO - TRANSFERS OF INDIRECT COSTS** | | | | | | | | |
| Transfers of Indirect Costs | | 7310 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Transfers of Indirect Costs - Interfund | | 7350 | (230,844.00) | (230,844.00) | 0.00 | (230,844.00) | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS | | | (230,844.00) | (230,844.00) | 0.00 | (230,844.00) | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 74,397,100.42 | 100,253,795.78 | 25,782,560.50 | 100,253,795.78 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |
| From: Special Reserve Fund | | 8912 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| From: Bond Interest and | | | | | | | | |
| Redemption Fund | | 8914 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| To: Child Development Fund | | 7611 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To: Special Reserve Fund | | 7612 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To: State School Building Fund/ County School Facilities Fund | | 7613 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To: Cafeteria Fund | | 7616 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| State Apportionments | | | | | | | | |
| Emergency Apportionments | | 8931 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Proceeds from Disposal of Capital Assets | | 8953 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Sources | | | | | | | | |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Long-Term Debt Proceeds | | | | | | | | |
| Proceeds from Certificates of Participation | | 8971 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Leases | | 8972 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Lease Revenue Bonds | | 8973 | 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 | 0.0% |
| All Other Financing Sources | | 8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (c) TOTAL, SOURCES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Uses | | 7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | | |
| (e) TOTAL, CONTRIBUTIONS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Resource | Description | 2023-24 Projected Totals |
|---|---|---|
| 4035 | ESSA: Title II, Part A, Supporting Effective Instruction | .58 |
| 4127 | ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants | .26 |
| 4203 | ESSA: Title III, English Learner Student Program | .37 |
| 6546 | Mental Health-Related Services | 201,665.02 |
| 7435 | Learning Recovery Emergency Block Grant | 1,161,184.23 |
| 8150 | Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75) | 257,263.87 |
| 9010 | Other Restricted Local | 1,055,899.87 |
| Total, Restricted Balance | | 2,676,014.20 |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299, 7400-7499 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 31,384.77 | 31,384.77 | | 31,384.77 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 31,384.77 | 31,384.77 | | 31,384.77 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 31,384.77 | 31,384.77 | | 31,384.77 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 31,384.77 | 31,384.77 | | 31,384.77 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 0.00 | 0.00 | | 0.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |
| b) Restricted | | 9740 | 31,384.77 | 31,384.77 | | 31,384.77 | | |
| c) Committed | | | | | | | | |
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 0.00 | 0.00 | | 0.00 | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 0.00 | 0.00 | | 0.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | 0.00 | 0.00 | | 0.00 | | |
| **REVENUES** | | | | | | | | |
| Sale of Equipment and Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Sales | | 8639 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Fees and Contracts | | 8689 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Local Revenue | | 8699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **CERTIFICATED SALARIES** | | | | | | | | |
| Certificated Teachers' Salaries | | 1100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Certificated Pupil Support Salaries | | 1200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Certificated Supervisors' and Administrators' Salaries | | 1300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Certificated Salaries | | 1900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CERTIFICATED SALARIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Instructional Salaries | | 2100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Classified Support Salaries | | 2200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Classified Supervisors' and Administrators' Salaries | | 2300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Clerical, Technical and Office Salaries | | 2400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CLASSIFIED SALARIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Workers' Compensation | | 3601-3602 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EMPLOYEE BENEFITS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Materials and Supplies | | 4300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Noncapitalized Equipment | | 4400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Dues and Memberships | | 5300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Communications | | 5900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Equipment | | 6400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **OTHER OUTGO - TRANSFERS OF INDIRECT COSTS** | | | | | | | | |
| Transfers of Indirect Costs - Interfund | | 7350 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| Proceeds from Disposal of Capital Assets | | 8953 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Leases | | 8972 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from SBITAs | | 8974 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (c) TOTAL, SOURCES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (e) TOTAL, CONTRIBUTIONS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e) | | | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Resource | Description | 2023-24 Project Year Totals |
|---|---|---|
| 8210 | Student Activity Funds | 31,384.77 |
| Total, Restricted Balance | | 31,384.77 |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 400,000.00 | 400,000.00 | 37,270.00 | 400,000.00 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 1,669,947.00 | 1,669,947.00 | 1,001,421.82 | 1,669,947.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 80,439.13 | 80,439.13 | 723.28 | 80,439.13 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 2,150,386.13 | 2,150,386.13 | 1,039,415.10 | 2,150,386.13 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 662,505.19 | 662,505.19 | 176,470.47 | 662,505.19 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 482,611.58 | 482,611.58 | 185,392.98 | 482,611.58 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 384,850.25 | 384,850.25 | 116,517.62 | 384,850.25 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 419,800.11 | 419,800.11 | 2,335.24 | 419,800.11 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 100,000.00 | 100,000.00 | 9,703.60 | 100,000.00 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299,7400-7499 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | 99,119.00 | 99,119.00 | 0.00 | 99,119.00 | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 2,148,886.13 | 2,148,886.13 | 490,419.91 | 2,148,886.13 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | 1,500.00 | 1,500.00 | 548,995.19 | 1,500.00 | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 1,500.00 | 1,500.00 | 548,995.19 | 1,500.00 | | |
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 399,171.57 | 399,171.57 | | 399,171.57 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 399,171.57 | 399,171.57 | | 399,171.57 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 399,171.57 | 399,171.57 | | 399,171.57 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 400,671.57 | 400,671.57 | | 400,671.57 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 0.00 | 0.00 | | 0.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |
| b) Restricted | | 9740 | 400,671.57 | 400,671.57 | | 400,671.57 | | |
| c) Committed | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 0.00 | 0.00 | | 0.00 | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 0.00 | 0.00 | | 0.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | 0.00 | 0.00 | | 0.00 | | |
| **FEDERAL REVENUE** | | | | | | | | |
| Child Nutrition Programs | | 8220 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interagency Contracts Between LEAs | | 8285 | 400,000.00 | 400,000.00 | 37,270.00 | 400,000.00 | 0.00 | 0.0% |
| Title I, Part A, Basic | 3010 | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Federal Revenue | All Other | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, FEDERAL REVENUE | | | 400,000.00 | 400,000.00 | 37,270.00 | 400,000.00 | 0.00 | 0.0% |
| **OTHER STATE REVENUE** | | | | | | | | |
| Child Nutrition Programs | | 8520 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Child Development Apportionments | | 8530 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Pass-Through Revenues from State Sources | | 8587 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| State Preschool | 6105 | 8590 | 1,669,947.00 | 1,669,947.00 | 1,001,421.82 | 1,669,947.00 | 0.00 | 0.0% |
| All Other State Revenue | All Other | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER STATE REVENUE | | | 1,669,947.00 | 1,669,947.00 | 1,001,421.82 | 1,669,947.00 | 0.00 | 0.0% |
| **OTHER LOCAL REVENUE** | | | | | | | | |
| Sales | | | | | | | | |
| Sale of Equipment/Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Food Service Sales | | 8634 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 6,500.00 | 6,500.00 | 723.28 | 6,500.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Fees and Contracts | | | | | | | | |
| Child Development Parent Fees | | 8673 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interagency Services | | 8677 | 73,939.13 | 73,939.13 | 0.00 | 73,939.13 | 0.00 | 0.0% |
| All Other Fees and Contracts | | 8689 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Local Revenue | | | | | | | | |
| All Other Local Revenue | | 8699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In from All Others | | 8799 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER LOCAL REVENUE | | | 80,439.13 | 80,439.13 | 723.28 | 80,439.13 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 2,150,386.13 | 2,150,386.13 | 1,039,415.10 | 2,150,386.13 | | |
| **CERTIFICATED SALARIES** | | | | | | | | |
| Certificated Teachers' Salaries | | 1100 | 494,303.40 | 494,303.40 | 148,672.21 | 494,303.40 | 0.00 | 0.0% |
| Certificated Pupil Support Salaries | | 1200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Certificated Supervisors' and Administrators' Salaries | | 1300 | 168,201.79 | 168,201.79 | 27,798.26 | 168,201.79 | 0.00 | 0.0% |
| Other Certificated Salaries | | 1900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CERTIFICATED SALARIES | | | 662,505.19 | 662,505.19 | 176,470.47 | 662,505.19 | 0.00 | 0.0% |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Instructional Salaries | | 2100 | 230,775.34 | 230,775.34 | 122,067.08 | 230,775.34 | 0.00 | 0.0% |
| Classified Support Salaries | | 2200 | 183,847.36 | 183,847.36 | 46,631.20 | 183,847.36 | 0.00 | 0.0% |
| Classified Supervisors' and Administrators' Salaries | | 2300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Clerical, Technical and Office Salaries | | 2400 | 67,988.88 | 67,988.88 | 16,694.70 | 67,988.88 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CLASSIFIED SALARIES | | | 482,611.58 | 482,611.58 | 185,392.98 | 482,611.58 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 117,167.44 | 117,167.44 | 33,145.45 | 117,167.44 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 68,571.17 | 68,571.17 | 26,329.50 | 68,571.17 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 34,750.69 | 34,750.69 | 13,211.04 | 34,750.69 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 136,500.00 | 136,500.00 | 34,423.20 | 136,500.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 552.85 | 552.85 | 180.96 | 552.85 | 0.00 | 0.0% |
| Workers' Compensation | | 3601-3602 | 27,308.10 | 27,308.10 | 9,227.47 | 27,308.10 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EMPLOYEE BENEFITS | | | 384,850.25 | 384,850.25 | 116,517.62 | 384,850.25 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Approved Textbooks and Core Curricula Materials | | 4100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Books and Other Reference Materials | | 4200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Materials and Supplies | | 4300 | 419,800.11 | 419,800.11 | 2,335.24 | 419,800.11 | 0.00 | 0.0% |
| Noncapitalized Equipment | | 4400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Food | | 4700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 419,800.11 | 419,800.11 | 2,335.24 | 419,800.11 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Travel and Conferences | | 5200 | 0.00 | 0.00 | 33.60 | 0.00 | 0.00 | 0.0% |
| Dues and Memberships | | 5300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Operations and Housekeeping Services | | 5500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs | | 5710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 100,000.00 | 100,000.00 | 9,670.00 | 100,000.00 | 0.00 | 0.0% |
| Communications | | 5900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 100,000.00 | 100,000.00 | 9,703.60 | 100,000.00 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Land | | 6100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Land Improvements | | 6170 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Buildings and Improvements of Buildings | | 6200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment | | 6400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER OUTGO (excluding Transfers of Indirect Costs)** | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Other Transfers Out | | | | | | | | |
| All Other Transfers Out to All Others | | 7299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service | | | | | | | | |
| Debt Service - Interest | | 7438 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Debt Service - Principal | | 7439 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER OUTGO - TRANSFERS OF INDIRECT COSTS** | | | | | | | | |
| Transfers of Indirect Costs - Interfund | | 7350 | 99,119.00 | 99,119.00 | 0.00 | 99,119.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS | | | 99,119.00 | 99,119.00 | 0.00 | 99,119.00 | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 2,148,886.13 | 2,148,886.13 | 490,419.91 | 2,148,886.13 | | |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |
| From: General Fund | | 8911 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| Other Sources | | | | | | | | |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Long-Term Debt Proceeds | | | | | | | | |
| Proceeds from Certificates of Participation | | 8971 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Leases | | 8972 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from SBITAs | | 8974 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Sources | | 8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (c) TOTAL, SOURCES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Uses | | 7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (e) TOTAL, CONTRIBUTIONS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES | | | | | | | | |
| (a - b + c - d + e) | | | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Resource | Description | 2023-24 Projected Totals |
|---|---|---|
| 5058 | Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend | 84,341.25 |
| 5059 | Child Development: ARP California State Preschool Program One-time Stipend | 89,069.17 |
| 6130 | Child Development: Center-Based Reserve Account | 217,238.12 |
| 9010 | Other Restricted Local | 10,023.03 |
| Total, Restricted Balance | | 400,671.57 |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 1,975,000.00 | 1,975,000.00 | 833,730.17 | 1,975,000.00 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 750,000.00 | 750,000.00 | 559,051.20 | 750,000.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 20,000.00 | 20,000.00 | 2,286.93 | 20,000.00 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 2,745,000.00 | 2,745,000.00 | 1,395,068.30 | 2,745,000.00 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 927,949.60 | 927,949.60 | 366,122.21 | 927,949.60 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 509,001.07 | 509,001.07 | 169,685.44 | 509,001.07 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 1,166,324.33 | 1,166,324.33 | 461,077.26 | 1,166,324.33 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 0.00 | 0.00 | 41,596.15 | 0.00 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299,7400-7499 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | 131,725.00 | 131,725.00 | 0.00 | 131,725.00 | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 2,735,000.00 | 2,735,000.00 | 1,038,481.06 | 2,735,000.00 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | 10,000.00 | 10,000.00 | 356,587.24 | 10,000.00 | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 10,000.00 | 10,000.00 | 356,587.24 | 10,000.00 | | |
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 1,107,796.90 | 1,107,796.90 | | 1,107,796.90 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 1,107,796.90 | 1,107,796.90 | | 1,107,796.90 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 1,107,796.90 | 1,107,796.90 | | 1,107,796.90 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 1,117,796.90 | 1,117,796.90 | | 1,117,796.90 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 0.00 | 0.00 | | 0.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |
| b) Restricted | | 9740 | 1,117,797.32 | 1,117,797.32 | | 1,117,797.32 | | |
| c) Committed | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 0.00 | 0.00 | | 0.00 | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 0.00 | 0.00 | | 0.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | (.42) | (.42) | | (.42) | | |
| **FEDERAL REVENUE** | | | | | | | | |
| Child Nutrition Programs | | 8220 | 1,975,000.00 | 1,975,000.00 | 833,730.17 | 1,975,000.00 | 0.00 | 0.0% |
| Donated Food Commodities | | 8221 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Federal Revenue | | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, FEDERAL REVENUE | | | 1,975,000.00 | 1,975,000.00 | 833,730.17 | 1,975,000.00 | 0.00 | 0.0% |
| **OTHER STATE REVENUE** | | | | | | | | |
| Child Nutrition Programs | | 8520 | 750,000.00 | 750,000.00 | 559,051.20 | 750,000.00 | 0.00 | 0.0% |
| All Other State Revenue | | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER STATE REVENUE | | | 750,000.00 | 750,000.00 | 559,051.20 | 750,000.00 | 0.00 | 0.0% |
| **OTHER LOCAL REVENUE** | | | | | | | | |
| Sales | | | | | | | | |
| Sale of Equipment/Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Food Service Sales | | 8634 | 0.00 | 0.00 | 643.50 | 0.00 | 0.00 | 0.0% |
| Leases and Rentals | | 8650 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 20,000.00 | 20,000.00 | 1,643.43 | 20,000.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Fees and Contracts | | | | | | | | |
| Interagency Services | | 8677 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Local Revenue | | | | | | | | |
| All Other Local Revenue | | 8699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER LOCAL REVENUE | | | 20,000.00 | 20,000.00 | 2,286.93 | 20,000.00 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 2,745,000.00 | 2,745,000.00 | 1,395,068.30 | 2,745,000.00 | | |
| **CERTIFICATED SALARIES** | | | | | | | | |
| Certificated Supervisors' and Administrators' Salaries | | 1300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Certificated Salaries | | 1900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CERTIFICATED SALARIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Support Salaries | | 2200 | 856,830.33 | 856,830.33 | 323,528.22 | 856,830.33 | 0.00 | 0.0% |
| Classified Supervisors' and Administrators' Salaries | | 2300 | 0.00 | 0.00 | 18,121.25 | 0.00 | 0.00 | 0.0% |
| Clerical, Technical and Office Salaries | | 2400 | 71,119.27 | 71,119.27 | 24,472.74 | 71,119.27 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CLASSIFIED SALARIES | | | 927,949.60 | 927,949.60 | 366,122.21 | 927,949.60 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 215,451.70 | 215,451.70 | 73,413.50 | 215,451.70 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 65,415.02 | 65,415.02 | 24,652.19 | 65,415.02 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 204,750.00 | 204,750.00 | 62,156.76 | 204,750.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 463.98 | 463.98 | 181.95 | 463.98 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Workers' Compensation | | 3601-3602 | 22,920.37 | 22,920.37 | 9,281.04 | 22,920.37 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EMPLOYEE BENEFITS | | | 509,001.07 | 509,001.07 | 169,685.44 | 509,001.07 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Books and Other Reference Materials | | 4200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Materials and Supplies | | 4300 | 166,324.33 | 166,324.33 | 43,891.15 | 166,324.33 | 0.00 | 0.0% |
| Noncapitalized Equipment | | 4400 | 0.00 | 0.00 | 3,934.08 | 0.00 | 0.00 | 0.0% |
| Food | | 4700 | 1,000,000.00 | 1,000,000.00 | 413,252.03 | 1,000,000.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 1,166,324.33 | 1,166,324.33 | 461,077.26 | 1,166,324.33 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Travel and Conferences | | 5200 | 0.00 | 0.00 | 700.19 | 0.00 | 0.00 | 0.0% |
| Dues and Memberships | | 5300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Operations and Housekeeping Services | | 5500 | 0.00 | 0.00 | 741.00 | 0.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 0.00 | 0.00 | 36,817.46 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs | | 5710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 0.00 | 0.00 | 3,337.50 | 0.00 | 0.00 | 0.0% |
| Communications | | 5900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 0.00 | 0.00 | 41,596.15 | 0.00 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Buildings and Improvements of Buildings | | 6200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment | | 6400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER OUTGO (excluding Transfers of Indirect Costs)** | | | | | | | | |
| Debt Service | | | | | | | | |
| Debt Service - Interest | | 7438 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Debt Service - Principal | | 7439 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER OUTGO - TRANSFERS OF INDIRECT COSTS** | | | | | | | | |
| Transfers of Indirect Costs - Interfund | | 7350 | 131,725.00 | 131,725.00 | 0.00 | 131,725.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS | | | 131,725.00 | 131,725.00 | 0.00 | 131,725.00 | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 2,735,000.00 | 2,735,000.00 | 1,038,481.06 | 2,735,000.00 | | |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| From: General Fund | | 8916 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| Other Sources | | | | | | | | |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Long-Term Debt Proceeds | | | | | | | | |
| Proceeds from Leases | | 8972 | 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 | 0.0% |
| All Other Financing Sources | | 8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (c) TOTAL, SOURCES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Uses | | 7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (e) TOTAL, CONTRIBUTIONS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES | | | | | | | | |
| (a - b + c - d + e) | | | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Resource | Description | 2023-24 Projected Totals |
|---|---|---|
| 5310 | Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students) | 82,830.72 |
| 5316 | Child Nutrition: COVID CARES Act Supplemental Meal Reimbursement | 7,834.50 |
| 5465 | Child Nutrition: SNP COVID-19 Emergency Operational Costs Reimbursement (ECR) | 32,476.75 |
| 5466 | Child Nutrition: Supply Chain Assistance (SCA) Funds | 99,662.01 |
| 5810 | Other Restricted Federal | 3,063.00 |
| 7027 | Child Nutrition: COVID State Supplemental Meal Reimbursement | 312,419.73 |
| 7032 | Child Nutrition: Kitchen Infrastructure and Training Funds - 2022 KIT Funds | 567,620.62 |
| 9010 | Other Restricted Local | 11,889.99 |
| Total, Restricted Balance | | 1,117,797.32 |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 200,000.00 | 250,000.00 | 27,324.40 | 250,000.00 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 200,000.00 | 250,000.00 | 27,324.40 | 250,000.00 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 0.00 | 50,000.00 | 41,012.84 | 50,000.00 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 5,656,300.00 | 100,461.25 | 5,656,300.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299,7400-7499 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 0.00 | 5,706,300.00 | 141,474.09 | 5,706,300.00 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | 200,000.00 | (5,456,300.00) | (114,149.69) | (5,456,300.00) | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 44,400,000.00 | 29,600,000.00 | 44,400,000.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 0.00 | 44,400,000.00 | 29,600,000.00 | 44,400,000.00 | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 200,000.00 | 38,943,700.00 | 29,485,850.31 | 38,943,700.00 | | |
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 16,931,254.27 | 16,931,254.27 | | 16,931,254.27 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 16,931,254.27 | 16,931,254.27 | | 16,931,254.27 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 16,931,254.27 | 16,931,254.27 | | 16,931,254.27 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 17,131,254.27 | 55,874,954.27 | | 55,874,954.27 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 0.00 | 0.00 | | 0.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |
| b) Legally Restricted Balance | | 9740 | 17,131,254.27 | 55,874,954.27 | | 55,874,954.27 | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| c) Committed | | | | | | | | |
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 0.00 | 0.00 | | 0.00 | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 0.00 | 0.00 | | 0.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | 0.00 | 0.00 | | 0.00 | | |
| **FEDERAL REVENUE** | | | | | | | | |
| FEMA | | 8281 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Federal Revenue | | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, FEDERAL REVENUE | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER STATE REVENUE** | | | | | | | | |
| Tax Relief Subventions | | | | | | | | |
| Restricted Levies - Other | | | | | | | | |
| Homeowners' Exemptions | | 8575 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Subventions/In-Lieu Taxes | | 8576 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Revenue | | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER STATE REVENUE | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER LOCAL REVENUE** | | | | | | | | |
| County and District Taxes | | | | | | | | |
| Other Restricted Levies | | | | | | | | |
| Secured Roll | | 8615 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Unsecured Roll | | 8616 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Prior Years' Taxes | | 8617 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Supplemental Taxes | | 8618 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Non-Ad Valorem Taxes | | | | | | | | |
| Parcel Taxes | | 8621 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other | | 8622 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Community Redevelopment Funds Not Subject to LCFF Deduction | | 8625 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Penalties and Interest from Delinquent Non-LCFF Taxes | | 8629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Sales | | | | | | | | |
| Sale of Equipment/Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Leases and Rentals | | 8650 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 200,000.00 | 250,000.00 | 27,324.40 | 250,000.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Local Revenue | | | | | | | | |
| All Other Local Revenue | | 8699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In from All Others | | 8799 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER LOCAL REVENUE | | | 200,000.00 | 250,000.00 | 27,324.40 | 250,000.00 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 200,000.00 | 250,000.00 | 27,324.40 | 250,000.00 | | |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Support Salaries | | 2200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Classified Supervisors' and Administrators' Salaries | | 2300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Clerical, Technical and Office Salaries | | 2400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CLASSIFIED SALARIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Workers' Compensation | | 3601-3602 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EMPLOYEE BENEFITS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Books and Other Reference Materials | | 4200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Materials and Supplies | | 4300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Noncapitalized Equipment | | 4400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Travel and Conferences | | 5200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Operations and Housekeeping Services | | 5500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs | | 5710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 0.00 | 50,000.00 | 41,012.84 | 50,000.00 | 0.00 | 0.0% |
| Communications | | 5900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 0.00 | 50,000.00 | 41,012.84 | 50,000.00 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Land | | 6100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Land Improvements | | 6170 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Buildings and Improvements of Buildings | | 6200 | 0.00 | 5,652,200.00 | 100,461.25 | 5,652,200.00 | 0.00 | 0.0% |
| Books and Media for New School Libraries or Major Expansion of School Libraries | | 6300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment | | 6400 | 0.00 | 4,100.00 | 0.00 | 4,100.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 5,656,300.00 | 100,461.25 | 5,656,300.00 | 0.00 | 0.0% |
| **OTHER OUTGO (excluding Transfers of Indirect Costs)** | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Other Transfers Out | | | | | | | | |
| All Other Transfers Out to All Others | | 7299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service | | | | | | | | |
| Repayment of State School Building Fund Aid - Proceeds from Bonds | | 7435 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service - Interest | | 7438 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Debt Service - Principal | | 7439 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 0.00 | 5,706,300.00 | 141,474.09 | 5,706,300.00 | | |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| To: State School Building Fund/County School Facilities Fund | | 7613 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| Proceeds | | | | | | | | |
| Proceeds from Sale of Bonds | | 8951 | 0.00 | 44,400,000.00 | 29,600,000.00 | 44,400,000.00 | 0.00 | 0.0% |
| Proceeds from Sale/Lease-Purchase of Land/Buildings | | 8953 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Sources | | | | | | | | |
| County School Building Aid | | 8961 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Long-Term Debt Proceeds | | | | | | | | |
| Proceeds from Certificates of Participation | | 8971 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Leases | | 8972 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Lease Revenue Bonds | | 8973 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from SBITAs | | 8974 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Sources | | 8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (c) TOTAL, SOURCES | | | 0.00 | 44,400,000.00 | 29,600,000.00 | 44,400,000.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Uses | | 7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (e) TOTAL, CONTRIBUTIONS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES | | | | | | | | |
| (a - b + c - d + e) | | | 0.00 | 44,400,000.00 | 29,600,000.00 | 44,400,000.00 | | |

| Resource | Description | 2023-24 Projected Totals |
|---|---|---|
| 9010 | Other Restricted Local | 55,874,954.27 |
| Total, Restricted Balance | | 55,874,954.27 |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 55,000.00 | 55,000.00 | 68,280.51 | 55,000.00 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 55,000.00 | 55,000.00 | 68,280.51 | 55,000.00 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299,7400-7499 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | 55,000.00 | 55,000.00 | 68,280.51 | 55,000.00 | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 55,000.00 | 55,000.00 | 68,280.51 | 55,000.00 | | |
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 7,223,045.06 | 7,223,045.06 | | 7,223,045.06 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 7,223,045.06 | 7,223,045.06 | | 7,223,045.06 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 7,223,045.06 | 7,223,045.06 | | 7,223,045.06 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 7,278,045.06 | 7,278,045.06 | | 7,278,045.06 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 0.00 | 0.00 | | 0.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |
| b) Legally Restricted Balance | | 9740 | 7,278,045.06 | 7,278,045.06 | | 7,278,045.06 | | |
| c) Committed | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 0.00 | 0.00 | | 0.00 | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 0.00 | 0.00 | | 0.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | 0.00 | 0.00 | | 0.00 | | |
| **OTHER STATE REVENUE** | | | | | | | | |
| Tax Relief Subventions | | | | | | | | |
| Restricted Levies - Other | | | | | | | | |
| Homeowners' Exemptions | | 8575 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Subventions/In-Lieu Taxes | | 8576 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Revenue | | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER STATE REVENUE | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER LOCAL REVENUE** | | | | | | | | |
| County and District Taxes | | | | | | | | |
| Other Restricted Levies | | | | | | | | |
| Secured Roll | | 8615 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Unsecured Roll | | 8616 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Prior Years' Taxes | | 8617 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Supplemental Taxes | | 8618 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Non-Ad Valorem Taxes | | | | | | | | |
| Parcel Taxes | | 8621 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other | | 8622 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Community Redevelopment Funds Not Subject to LCFF Deduction | | 8625 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Penalties and Interest from Delinquent Non-LCFF Taxes | | 8629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Sales | | | | | | | | |
| Sale of Equipment/Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 55,000.00 | 55,000.00 | 5,451.39 | 55,000.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Fees and Contracts | | | | | | | | |
| Mitigation/Developer Fees | | 8681 | 0.00 | 0.00 | 62,829.12 | 0.00 | 0.00 | 0.0% |
| Other Local Revenue | | | | | | | | |
| All Other Local Revenue | | 8699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In from All Others | | 8799 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER LOCAL REVENUE | | | 55,000.00 | 55,000.00 | 68,280.51 | 55,000.00 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 55,000.00 | 55,000.00 | 68,280.51 | 55,000.00 | | |
| **CERTIFICATED SALARIES** | | | | | | | | |
| Other Certificated Salaries | | 1900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CERTIFICATED SALARIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Support Salaries | | 2200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Classified Supervisors' and Administrators' Salaries | | 2300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Clerical, Technical and Office Salaries | | 2400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| TOTAL, CLASSIFIED SALARIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Workers' Compensation | | 3601-3602 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EMPLOYEE BENEFITS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Approved Textbooks and Core Curricula Materials | | 4100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Books and Other Reference Materials | | 4200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Materials and Supplies | | 4300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Noncapitalized Equipment | | 4400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Travel and Conferences | | 5200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Operations and Housekeeping Services | | 5500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs | | 5710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Communications | | 5900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Land | | 6100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Land Improvements | | 6170 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Buildings and Improvements of Buildings | | 6200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Books and Media for New School Libraries or Major Expansion of School Libraries | | 6300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment | | 6400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER OUTGO (excluding Transfers of Indirect Costs)** | | | | | | | | |
| Other Transfers Out | | | | | | | | |
| All Other Transfers Out to All Others | | 7299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Debt Service - Interest | | 7438 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Debt Service - Principal | | 7439 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| To: State School Building Fund/County School Facilities Fund | | 7613 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| Proceeds | | | | | | | | |
| Proceeds from Sale/Lease-Purchase of Land/Buildings | | 8953 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Sources | | | | | | | | |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Long-Term Debt Proceeds | | | | | | | | |
| Proceeds from Certificates of Participation | | 8971 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Leases | | 8972 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Lease Revenue Bonds | | 8973 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from SBITAs | | 8974 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Sources | | 8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (c) TOTAL, SOURCES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Uses | | 7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (e) TOTAL, CONTRIBUTIONS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e) | | | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Resource | Description | 2023-24 Projected Totals |
|---|---|---|
| 9010 | Other Restricted Local | 7,278,045.06 |
| Total, Restricted Balance | | 7,278,045.06 |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 70,000.00 | 70,000.00 | 94.54 | 70,000.00 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 70,000.00 | 70,000.00 | 94.54 | 70,000.00 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299,7400-7499 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | 70,000.00 | 70,000.00 | 94.54 | 70,000.00 | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 70,000.00 | 70,000.00 | 94.54 | 70,000.00 | | |
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 114,711.40 | 114,711.40 | | 114,711.40 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 114,711.40 | 114,711.40 | | 114,711.40 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 114,711.40 | 114,711.40 | | 114,711.40 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 184,711.40 | 184,711.40 | | 184,711.40 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 0.00 | 0.00 | | 0.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |
| b) Legally Restricted Balance | | 9740 | 184,711.40 | 184,711.40 | | 184,711.40 | | |
| c) Committed | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 0.00 | 0.00 | | 0.00 | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 0.00 | 0.00 | | 0.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | 0.00 | 0.00 | | 0.00 | | |
| **FEDERAL REVENUE** | | | | | | | | |
| All Other Federal Revenue | | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, FEDERAL REVENUE | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER STATE REVENUE** | | | | | | | | |
| School Facilities Apportionments | | 8545 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Pass-Through Revenues from State Sources | | 8587 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Revenue | | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER STATE REVENUE | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER LOCAL REVENUE** | | | | | | | | |
| Sales | | | | | | | | |
| Sale of Equipment/Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Leases and Rentals | | 8650 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 70,000.00 | 70,000.00 | 94.54 | 70,000.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Local Revenue | | | | | | | | |
| All Other Local Revenue | | 8699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In from All Others | | 8799 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER LOCAL REVENUE | | | 70,000.00 | 70,000.00 | 94.54 | 70,000.00 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 70,000.00 | 70,000.00 | 94.54 | 70,000.00 | | |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Support Salaries | | 2200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Classified Supervisors' and Administrators' Salaries | | 2300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Clerical, Technical and Office Salaries | | 2400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CLASSIFIED SALARIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Workers' Compensation | | 3601-3602 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EMPLOYEE BENEFITS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Books and Other Reference Materials | | 4200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Materials and Supplies | | 4300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Noncapitalized Equipment | | 4400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Travel and Conferences | | 5200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Operations and Housekeeping Services | | 5500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs | | 5710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Communications | | 5900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Land | | 6100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Land Improvements | | 6170 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Buildings and Improvements of Buildings | | 6200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Books and Media for New School Libraries or Major Expansion of School Libraries | | 6300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment | | 6400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER OUTGO (excluding Transfers of Indirect Costs)** | | | | | | | | |
| Other Transfers Out | | | | | | | | |
| Transfers of Pass-Through Revenues | | | | | | | | |
| To Districts or Charter Schools | | 7211 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To County Offices | | 7212 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To JPAs | | 7213 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers Out to All Others | | 7299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service | | | | | | | | |
| Debt Service - Interest | | 7438 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Debt Service - Principal | | 7439 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |
| To: State School Building Fund/County School Facilities Fund From: All Other Funds | | 8913 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| To: State School Building Fund/County School Facilities Fund | | 7613 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| Proceeds | | | | | | | | |
| Proceeds from Sale/Lease-Purchase of Land/Buildings | | 8953 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Sources | | | | | | | | |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Long-Term Debt Proceeds | | | | | | | | |
| Proceeds from Certificates of Participation | | 8971 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Leases | | 8972 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Lease Revenue Bonds | | 8973 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from SBITAs | | 8974 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Sources | | 8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (c) TOTAL, SOURCES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (e) TOTAL, CONTRIBUTIONS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES | | | | | | | | |
| (a - b + c - d + e) | | | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Resource | Description | 2023-24 Projected Totals |
|---|---|---|
| 7710 | State School Facilities Projects | 180,796.42 |
| 9010 | Other Restricted Local | 3,914.98 |
| Total, Restricted Balance | | 184,711.40 |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 0.00 | 0.00 | 4,600.32 | 0.00 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 0.00 | 0.00 | 4,600.32 | 0.00 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299,7400-7499 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | 0.00 | 0.00 | 4,600.32 | 0.00 | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 0.00 | 0.00 | 4,600.32 | 0.00 | | |
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 6,176,047.68 | 6,176,047.68 | | 6,176,047.68 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 6,176,047.68 | 6,176,047.68 | | 6,176,047.68 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 6,176,047.68 | 6,176,047.68 | | 6,176,047.68 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 6,176,047.68 | 6,176,047.68 | | 6,176,047.68 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 0.00 | 0.00 | | 0.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |
| b) Legally Restricted Balance | | 9740 | 6,176,047.68 | 6,176,047.68 | | 6,176,047.68 | | |
| c) Committed | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 0.00 | 0.00 | | 0.00 | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 0.00 | 0.00 | | 0.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | 0.00 | 0.00 | | 0.00 | | |
| **FEDERAL REVENUE** | | | | | | | | |
| FEMA | | 8281 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Federal Revenue | | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, FEDERAL REVENUE | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER STATE REVENUE** | | | | | | | | |
| Pass-Through Revenues from State Sources | | 8587 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| California Clean Energy Jobs Act | 6230 | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Revenue | All Other | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER STATE REVENUE | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER LOCAL REVENUE** | | | | | | | | |
| Other Local Revenue | | | | | | | | |
| Community Redevelopment Funds Not Subject to LCFF Deduction | | 8625 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Sales | | | | | | | | |
| Sale of Equipment/Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Leases and Rentals | | 8650 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 0.00 | 0.00 | 4,600.32 | 0.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Local Revenue | | | | | | | | |
| All Other Local Revenue | | 8699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In from All Others | | 8799 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER LOCAL REVENUE | | | 0.00 | 0.00 | 4,600.32 | 0.00 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 0.00 | 0.00 | 4,600.32 | 0.00 | | |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Support Salaries | | 2200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Classified Supervisors' and Administrators' Salaries | | 2300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Clerical, Technical and Office Salaries | | 2400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CLASSIFIED SALARIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Workers' Compensation | | 3601-3602 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| TOTAL, EMPLOYEE BENEFITS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Books and Other Reference Materials | | 4200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Materials and Supplies | | 4300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Noncapitalized Equipment | | 4400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Travel and Conferences | | 5200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Operations and Housekeeping Services | | 5500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs | | 5710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Communications | | 5900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Land | | 6100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Land Improvements | | 6170 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Buildings and Improvements of Buildings | | 6200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Books and Media for New School Libraries or Major Expansion of School Libraries | | 6300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment | | 6400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER OUTGO (excluding Transfers of Indirect Costs)** | | | | | | | | |
| Other Transfers Out | | | | | | | | |
| Transfers of Pass-Through Revenues | | | | | | | | |
| To Districts or Charter Schools | | 7211 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To County Offices | | 7212 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To JPAs | | 7213 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers Out to All Others | | 7299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service | | | | | | | | |
| Debt Service - Interest | | 7438 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Debt Service - Principal | | 7439 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |
| From: General Fund/CSSF | | 8912 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| To: General Fund/CSSF | | 7612 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To: State School Building Fund/County School Facilities Fund | | 7613 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| Proceeds | | | | | | | | |
| Proceeds from Sale/Lease-Purchase of Land/Buildings | | 8953 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Sources | | | | | | | | |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Long-Term Debt Proceeds | | | | | | | | |
| Proceeds from Certificates of Participation | | 8971 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Leases | | 8972 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Lease Revenue Bonds | | 8973 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from SBITAs | | 8974 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Sources | | 8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (c) TOTAL, SOURCES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Uses | | 7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (e) TOTAL, CONTRIBUTIONS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES | | | | | | | | |
| (a - b + c - d + e) | | | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Resource | Description | 2023-24 Projected Totals |
|---|---|---|
| 9010 | Other Restricted Local | 6,176,047.68 |
| Total, Restricted Balance | | 6,176,047.68 |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| **A. REVENUES** | | | | | | | | |
| 1) LCFF Sources | | 8010-8099 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 3,966,992.00 | 3,966,992.00 | 119,477.19 | 3,966,992.00 | 0.00 | 0.0% |
| 5) TOTAL, REVENUES | | | 3,966,992.00 | 3,966,992.00 | 119,477.19 | 3,966,992.00 | | |
| **B. EXPENDITURES** | | | | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299,7400-7499 | 3,540,000.00 | 3,540,000.00 | 3,491,679.16 | 3,540,000.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 3,540,000.00 | 3,540,000.00 | 3,491,679.16 | 3,540,000.00 | | |
| **C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)** | | | 426,992.00 | 426,992.00 | (3,372,201.97) | 426,992.00 | | |
| **D. OTHER FINANCING SOURCES/USES** | | | | | | | | |
| 1) Interfund Transfers | | | | | | | | |
| a) Transfers In | | 8900-8929 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 0.00 | 0.00 | 0.00 | 0.00 | | |
| **E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)** | | | 426,992.00 | 426,992.00 | (3,372,201.97) | 426,992.00 | | |
| **F. FUND BALANCE, RESERVES** | | | | | | | | |
| 1) Beginning Fund Balance | | | | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 5,074,804.15 | 5,074,804.15 | | 5,074,804.15 | 0.00 | 0.0% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 5,074,804.15 | 5,074,804.15 | | 5,074,804.15 | | |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 5,074,804.15 | 5,074,804.15 | | 5,074,804.15 | | |
| 2) Ending Balance, June 30 (E + F1e) | | | 5,501,796.15 | 5,501,796.15 | | 5,501,796.15 | | |
| Components of Ending Fund Balance | | | | | | | | |
| a) Nonspendable | | | | | | | | |
| Revolving Cash | | 9711 | 0.00 | 0.00 | | 0.00 | | |
| Stores | | 9712 | 0.00 | 0.00 | | 0.00 | | |
| Prepaid Items | | 9713 | 0.00 | 0.00 | | 0.00 | | |
| All Others | | 9719 | 0.00 | 0.00 | | 0.00 | | |
| b) Legally Restricted Balance | | 9740 | 5,501,796.15 | 5,501,796.15 | | 5,501,796.15 | | |
| c) Committed | | | | | | | | |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | | 0.00 | | |
| Other Commitments | | 9760 | 0.00 | 0.00 | | 0.00 | | |
| d) Assigned | | | | | | | | |
| Other Assignments | | 9780 | 0.00 | 0.00 | | 0.00 | | |
| e) Unassigned/Unappropriated | | | | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 0.00 | 0.00 | | 0.00 | | |
| Unassigned/Unappropriated Amount | | 9790 | 0.00 | 0.00 | | 0.00 | | |
| **FEDERAL REVENUE** | | | | | | | | |
| All Other Federal Revenue | | 8290 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, FEDERAL REVENUE | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER STATE REVENUE** | | | | | | | | |
| Tax Relief Subventions | | | | | | | | |
| Restricted Levies - Other | | | | | | | | |
| Homeowners' Exemptions | | 8575 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Subventions/In-Lieu Taxes | | 8576 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other State Revenue | | 8590 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER STATE REVENUE | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER LOCAL REVENUE** | | | | | | | | |
| County and District Taxes | | | | | | | | |
| Other Restricted Levies | | | | | | | | |
| Secured Roll | | 8615 | 3,957,992.00 | 3,957,992.00 | 117,922.99 | 3,957,992.00 | 0.00 | 0.0% |
| Unsecured Roll | | 8616 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Prior Years' Taxes | | 8617 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Supplemental Taxes | | 8618 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Non-Ad Valorem Taxes | | | | | | | | |
| Parcel Taxes | | 8621 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other | | 8622 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Community Redevelopment Funds Not Subject to LCFF Deduction | | 8625 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Penalties and Interest from Delinquent Non-LCFF Taxes | | 8629 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Sales | | | | | | | | |
| Sale of Equipment/Supplies | | 8631 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Leases and Rentals | | 8650 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Interest | | 8660 | 9,000.00 | 9,000.00 | 1,554.20 | 9,000.00 | 0.00 | 0.0% |
| Net Increase (Decrease) in the Fair Value of Investments | | 8662 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Local Revenue | | | | | | | | |
| All Other Local Revenue | | 8699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers In from All Others | | 8799 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER LOCAL REVENUE | | | 3,966,992.00 | 3,966,992.00 | 119,477.19 | 3,966,992.00 | 0.00 | 0.0% |
| TOTAL, REVENUES | | | 3,966,992.00 | 3,966,992.00 | 119,477.19 | 3,966,992.00 | | |
| **CLASSIFIED SALARIES** | | | | | | | | |
| Classified Support Salaries | | 2200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Classified Supervisors' and Administrators' Salaries | | 2300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Clerical, Technical and Office Salaries | | 2400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Classified Salaries | | 2900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| TOTAL, CLASSIFIED SALARIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **EMPLOYEE BENEFITS** | | | | | | | | |
| STRS | | 3101-3102 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| PERS | | 3201-3202 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OASDI/Medicare/Alternative | | 3301-3302 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Health and Welfare Benefits | | 3401-3402 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Unemployment Insurance | | 3501-3502 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Workers' Compensation | | 3601-3602 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Allocated | | 3701-3702 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| OPEB, Active Employees | | 3751-3752 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Employee Benefits | | 3901-3902 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, EMPLOYEE BENEFITS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **BOOKS AND SUPPLIES** | | | | | | | | |
| Books and Other Reference Materials | | 4200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Materials and Supplies | | 4300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Noncapitalized Equipment | | 4400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, BOOKS AND SUPPLIES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **SERVICES AND OTHER OPERATING EXPENDITURES** | | | | | | | | |
| Subagreements for Services | | 5100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Travel and Conferences | | 5200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Insurance | | 5400-5450 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Operations and Housekeeping Services | | 5500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Rentals, Leases, Repairs, and Noncapitalized Improvements | | 5600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs | | 5710 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers of Direct Costs - Interfund | | 5750 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Professional/Consulting Services and Operating Expenditures | | 5800 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Communications | | 5900 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CAPITAL OUTLAY** | | | | | | | | |
| Land | | 6100 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Land Improvements | | 6170 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Buildings and Improvements of Buildings | | 6200 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Books and Media for New School Libraries or Major Expansion of School Libraries | | 6300 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment | | 6400 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Equipment Replacement | | 6500 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Lease Assets | | 6600 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Subscription Assets | | 6700 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, CAPITAL OUTLAY | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER OUTGO (excluding Transfers of Indirect Costs)** | | | | | | | | |
| Other Transfers Out | | | | | | | | |
| Transfers of Pass-Through Revenues | | | | | | | | |
| To Districts or Charter Schools | | 7211 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Description | Resource Codes | Object Codes | Original Budget (A) | Board Approved Operating Budget (B) | Actuals To Date (C) | Projected Year Totals (D) | Difference (Col B & D) (E) | % Diff Column B & D (F) |
|---|---|---|---|---|---|---|---|---|
| To County Offices | | 7212 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| To JPAs | | 7213 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Transfers Out to All Others | | 7299 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service | | | | | | | | |
| Repayment of State School Building Fund Aid - Proceeds from Bonds | | 7435 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Debt Service - Interest | | 7438 | 1,940,000.00 | 1,940,000.00 | 1,656,679.16 | 1,940,000.00 | 0.00 | 0.0% |
| Other Debt Service - Principal | | 7439 | 1,600,000.00 | 1,600,000.00 | 1,835,000.00 | 1,600,000.00 | 0.00 | 0.0% |
| TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs) | | | 3,540,000.00 | 3,540,000.00 | 3,491,679.16 | 3,540,000.00 | 0.00 | 0.0% |
| TOTAL, EXPENDITURES | | | 3,540,000.00 | 3,540,000.00 | 3,491,679.16 | 3,540,000.00 | | |
| **INTERFUND TRANSFERS** | | | | | | | | |
| **INTERFUND TRANSFERS IN** | | | | | | | | |
| Other Authorized Interfund Transfers In | | 8919 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (a) TOTAL, INTERFUND TRANSFERS IN | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **INTERFUND TRANSFERS OUT** | | | | | | | | |
| To: State School Building Fund/County School Facilities Fund | | 7613 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Authorized Interfund Transfers Out | | 7619 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (b) TOTAL, INTERFUND TRANSFERS OUT | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **OTHER SOURCES/USES** | | | | | | | | |
| **SOURCES** | | | | | | | | |
| Proceeds | | | | | | | | |
| Proceeds from Sale of Bonds | | 8951 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Other Sources | | | | | | | | |
| County School Building Aid | | 8961 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Transfers from Funds of Lapsed/Reorganized LEAs | | 8965 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Long-Term Debt Proceeds | | | | | | | | |
| Proceeds from Certificates of Participation | | 8971 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Leases | | 8972 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from Lease Revenue Bonds | | 8973 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Proceeds from SBITAs | | 8974 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Sources | | 8979 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (c) TOTAL, SOURCES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **USES** | | | | | | | | |
| Transfers of Funds from Lapsed/Reorganized LEAs | | 7651 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| All Other Financing Uses | | 7699 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (d) TOTAL, USES | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **CONTRIBUTIONS** | | | | | | | | |
| Contributions from Unrestricted Revenues | | 8980 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Contributions from Restricted Revenues | | 8990 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| (e) TOTAL, CONTRIBUTIONS | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e) | | | 0.00 | 0.00 | 0.00 | 0.00 | | |

| Resource | Description | 2023-24 Projected Totals |
|---|---|---|
| 9010 | Other Restricted Local | 5,501,796.15 |
| Total, Restricted Balance | | 5,501,796.15 |

| Description | ESTIMATED FUNDED ADA Original Budget (A) | ESTIMATED FUNDED ADA Board Approved Operating Budget (B) | ESTIMATED P-2 REPORT ADA Projected Year Totals (C) | ESTIMATED FUNDED ADA Projected Year Totals (D) | DIFFERENCE (Col. D - B) (E) | PERCENTAGE DIFFERENCE (Col. E / B) (F) |
|---|---|---|---|---|---|---|
| **A. DISTRICT** | | | | | | |
| **1. Total District Regular ADA** Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA) | 4,021.24 | 4,030.93 | 3,899.46 | 4,030.93 | 0.00 | 0.0% |
| **2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA** Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above) | | | | | 0.00 | |
| **3. Total Basic Aid Open Enrollment Regular ADA** Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above) | | | | | 0.00 | |
| **4. Total, District Regular ADA (Sum of Lines A1 through A3)** | 4,021.24 | 4,030.93 | 3,899.46 | 4,030.93 | 0.00 | 0.0% |
| **5. District Funded County Program ADA** | | | | | | |
| a. County Community Schools | | | | | 0.00 | |
| b. Special Education-Special Day Class | | | | | 0.00 | |
| c. Special Education-NPS/LCI | | | | | 0.00 | |
| d. Special Education Extended Year | | | | | 0.00 | |
| e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools | 9.84 | 7.85 | 7.85 | 7.85 | 0.00 | 0.0% |
| f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380] | | | | | 0.00 | |
| **g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)** | 9.84 | 7.85 | 7.85 | 7.85 | 0.00 | 0.0% |
| **6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)** | 4,031.08 | 4,038.78 | 3,907.31 | 4,038.78 | 0.00 | 0.0% |
| **7. Adults in Correctional Facilities** | | | | | 0.00 | |
| **8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)** | | | | | | |

| Description | ESTIMATED FUNDED ADA Original Budget (A) | ESTIMATED FUNDED ADA Board Approved Operating Budget (B) | ESTIMATED P-2 REPORT ADA Projected Year Totals (C) | ESTIMATED FUNDED ADA Projected Year Totals (D) | DIFFERENCE (Col. D - B) (E) | PERCENTAGE DIFFERENCE (Col. E / B) (F) |
|---|---|---|---|---|---|---|
| **B. COUNTY OFFICE OF EDUCATION** | | | | | | |
| **1. County Program Alternative Education Grant ADA** | | | | | | |
| a. County Group Home and Institution Pupils | | | | | 0.00 | |
| b. Juvenile Halls, Homes, and Camps | | | | | 0.00 | |
| c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)] | | | | | 0.00 | |
| **d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **2. District Funded County Program ADA** | | | | | | |
| a. County Community Schools | | | | | 0.00 | |
| b. Special Education-Special Day Class | | | | | 0.00 | |
| c. Special Education-NPS/LCI | | | | | 0.00 | |
| d. Special Education Extended Year | | | | | 0.00 | |
| e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools | | | | | 0.00 | |
| f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380] | | | | | 0.00 | |
| **g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **4. Adults in Correctional Facilities** | | | | | 0.00 | |
| **5. County Operations Grant ADA** | | | | | 0.00 | |
| **6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)** | | | | | | |

| Description | ESTIMATED FUNDED ADA Original Budget (A) | ESTIMATED FUNDED ADA Board Approved Operating Budget (B) | ESTIMATED P-2 REPORT ADA Projected Year Totals (C) | ESTIMATED FUNDED ADA Projected Year Totals (D) | DIFFERENCE (Col. D - B) (E) | PERCENTAGE DIFFERENCE (Col. E / B) (F) |
|---|---|---|---|---|---|---|
| **C. CHARTER SCHOOL ADA** | | | | | | |
| Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. | | | | | | |
| Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA. | | | | | | |
| **FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.** | | | | | | |
| **1. Total Charter School Regular ADA** | | | | | 0.00 | |
| **2. Charter School County Program Alternative Education ADA** | | | | | | |
| a. County Group Home and Institution Pupils | | | | | 0.00 | |
| b. Juvenile Halls, Homes, and Camps | | | | | 0.00 | |
| c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)] | | | | | 0.00 | |
| **d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **3. Charter School Funded County Program ADA** | | | | | | |
| a. County Community Schools | | | | | 0.00 | |
| b. Special Education-Special Day Class | | | | | 0.00 | |
| c. Special Education-NPS/LCI | | | | | 0.00 | |
| d. Special Education Extended Year | | | | | 0.00 | |
| e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools | | | | | 0.00 | |
| **f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.** | | | | | | |
| **5. Total Charter School Regular ADA** | | | | | 0.00 | |
| **6. Charter School County Program Alternative Education ADA** | | | | | | |
| a. County Group Home and Institution Pupils | | | | | 0.00 | |
| b. Juvenile Halls, Homes, and Camps | | | | | 0.00 | |
| c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)] | | | | | 0.00 | |
| **d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| **7. Charter School Funded County Program ADA** | | | | | | |
| a. County Community Schools | | | | | 0.00 | |
| b. Special Education-Special Day Class | | | | | 0.00 | |
| c. Special Education-NPS/LCI | | | | | 0.00 | |
| d. Special Education Extended Year | | | | | 0.00 | |
| e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools | | | | | 0.00 | |
| **f. Total, Charter School Funded County** | | | | | | |

| Description | ESTIMATED FUNDED ADA Original Budget (A) | ESTIMATED FUNDED ADA Board Approved Operating Budget (B) | ESTIMATED P-2 REPORT ADA Projected Year Totals (C) | ESTIMATED FUNDED ADA Projected Year Totals (D) | DIFFERENCE (Col. D - B) (E) | PERCENTAGE DIFFERENCE (Col. E / B) (F) |
|---|---|---|---|---|---|---|
| Program ADA (Sum of Lines C7a through C7e) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| 9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |

| Section I - Expenditures | Funds 01, 09, and 62 | | | 2023-24 Expenditures |
|---|---|---|---|---|
| | Goals | Functions | Objects | |
| A. Total state, federal, and local expenditures (all resources) | All | All | 1000-7999 | 100,253,795.78 |
| B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385) | All | All | 1000-7999 | 7,095,988.72 |
| 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 | 1,974,720.00 |
| 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 | 7699 | 0.00 |
| | | 9200 | 7651 | |
| 7. Nonagency | 7100-7199 | All except 5000-5999, 9000-9999 | 1000-7999 | 0.00 |
| 8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received) | All | All | 8710 | 0.00 |

| | | | | |
|---|---|---|---|---|
| 9. Supplemental expenditures made as a result of a Presidentially declared disaster | Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2. | | | 0.00 |
| 10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9) | | | | 2,245,720.00 |
| 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. | | | 0.00 |
| E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2) | | | | 90,912,087.06 |
| **Section II - Expenditures Per ADA** | | | | **2023-24 Annual ADA/Exps. Per ADA** |
| A. Average Daily Attendance (Form AI, Column C, sum of lines A6 and C9)* | | | | 3,907.31 |
| B. Expenditures per ADA (Line I.E divided by Line II.A) | | | | 23,267.18 |
| **Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)** | | **Total** | | **Per ADA** |

| | | |
|---|---|---|
| A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.) | 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) | 90,912,087.06 | 23,267.18 |
| 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 2025-26 may be reduced by the lower of the two percentages) | 0.00% | 0.00% |

*Interim Periods - Annual ADA not available from Form AI. For your convenience, Projected Year Totals Estimated P-2 ADA is extracted. Manual adjustment may be required to reflect estimated Annual ADA.

**SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)**

| Description of Adjustments | Total Expenditures | Expenditures Per ADA |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| Total adjustments to base expenditures | 0.00 | 0.00 |

**Part I - General Administrative Share of Plant Services Costs**

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

| | |
|---|---|
| **A. Salaries and Benefits - Other General Administration and Centralized Data Processing** | |
| 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 7200-7700, goals 0000 and 9000) | 3,053,988.81 |
| 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) | 57,075,849.32 |
| **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) | 5.35% |

**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) | 5,258,797.07 |
| 2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10) | 1,429,651.74 |

| | |
|---|---|
| 3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999) | 20,000.00 |
| 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) | 409,504.92 |
| 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) | 7,117,953.73 |
| 9. Carry-Forward Adjustment (Part IV, Line F) | 907,004.95 |
| 10. Total Adjusted Indirect Costs (Line A8 plus Line A9) | 8,024,958.68 |
| **B. Base Costs** | |
| 1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100) | 71,037,806.91 |
| 2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100) | 5,832,403.58 |
| 3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100) | 5,274,404.59 |
| 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) | 905,555.99 |
| 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) | 32,461.29 |
| 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) | 0.00 |
| 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) | 7,244,792.62 |
| 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) | 2,049,767.13 |
| 17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100) | 1,603,275.00 |
| 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) | 93,980,467.11 |
| **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) | 7.57% |
| **D. Preliminary Proposed Indirect Cost Rate** | |
| **(For final approved fixed-with-carry-forward rate for use in 2025-26 see www.cde.ca.gov/fg/ac/ic)** | |
| (Line A10 divided by Line B19) | 8.54% |

**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)** | 7,117,953.73 |
| **B. Carry-forward adjustment from prior year(s)** | |
| 1. Carry-forward adjustment from the second prior year | (280,781.30) |
| 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 (6.31%) times Part III, Line B19); zero if negative | 907,004.95 |
| 2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (6.31%) times Part III, Line B19) or (the highest rate used to recover costs from any program (8.22%) times Part III, Line B19); zero if positive | 0.00 |
| **D. Preliminary carry-forward adjustment (Line C1 or C2)** | 907,004.95 |
| **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)** | 907,004.95 |

Approved indirect cost rate: 6.31%

Highest rate used in any program: 8.22%

Note: In one or more resources, the rate used is greater than the approved rate.

| Fund | Resource | Eligible Expenditures (Objects 1000-5999 except 4700 & 5100) | Indirect Costs Charged (Objects 7310 and 7350) | Rate Used |
|---|---|---|---|---|
| 01 | 2600 | 14,287,253.62 | 901,524.00 | 6.31% |
| 01 | 3010 | 2,655,770.00 | 167,250.00 | 6.30% |
| 01 | 4035 | 417,370.00 | 26,336.00 | 6.31% |
| 01 | 4127 | 293,591.25 | 18,525.00 | 6.31% |
| 01 | 4203 | 670,785.63 | 42,326.00 | 6.31% |
| 01 | 6053 | 438,210.00 | 27,651.00 | 6.31% |
| 01 | 6266 | 882,918.53 | 55,712.00 | 6.31% |
| 01 | 6547 | 697,153.00 | 43,990.00 | 6.31% |
| 01 | 6762 | 2,263,937.00 | 142,854.00 | 6.31% |
| 01 | 7435 | 5,732,221.00 | 362,217.00 | 6.32% |
| 12 | 6105 | 1,575,828.00 | 99,119.00 | 6.29% |
| 13 | 5310 | 1,603,275.00 | 131,725.00 | 8.22% |

| Description | Direct Costs - Interfund Transfers In 5750 | Direct Costs - Interfund Transfers Out 5750 | Indirect Costs - Interfund Transfers In 7350 | Indirect Costs - Interfund Transfers Out 7350 | Interfund Transfers In 8900-8929 | Interfund Transfers Out 7600-7629 | Due From Other Funds 9310 | Due To Other Funds 9610 |
|---|---|---|---|---|---|---|---|---|
| 01I GENERAL FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | 0.00 | (230,844.00) | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 08I STUDENT ACTIVITY SPECIAL REVENUE FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 09I CHARTER SCHOOLS SPECIAL REVENUE FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 10I SPECIAL EDUCATION PASS-THROUGH FUND | | | | | | | | |
| Expenditure Detail | | | | | | | | |
| Other Sources/Uses Detail | | | | | | | | |
| Fund Reconciliation | | | | | | | | |
| 11I ADULT EDUCATION FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 12I CHILD DEVELOPMENT FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | 99,119.00 | 0.00 | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 13I 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 | | | | | | | | |
| 14I DEFERRED MAINTENANCE FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 15I PUPIL TRANSPORTATION EQUIPMENT FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 17I SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY | | | | | | | | |
| Expenditure Detail | | | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 18I SCHOOL BUS EMISSIONS REDUCTION FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 19I FOUNDATION SPECIAL REVENUE FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Other Sources/Uses Detail | | | | | | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 20I SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS | | | | | | | | |
| Expenditure Detail | | | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 21I BUILDING FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 25I CAPITAL FACILITIES FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |

| Description | Direct Costs - Interfund Transfers In 5750 | Direct Costs - Interfund Transfers Out 5750 | Indirect Costs - Interfund Transfers In 7350 | Indirect Costs - Interfund Transfers Out 7350 | Interfund Transfers In 8900-8929 | Interfund Transfers Out 7600-7629 | Due From Other Funds 9310 | Due To Other Funds 9610 |
|---|---|---|---|---|---|---|---|---|
| 30I STATE SCHOOL BUILDING LEASE/PURCHASE FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 35I COUNTY SCHOOL FACILITIES FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 40I SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 49I CAP PROJ FUND FOR BLENDED COMPONENT UNITS | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 51I BOND INTEREST AND REDEMPTION FUND | | | | | | | | |
| Expenditure Detail | | | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 52I DEBT SVC FUND FOR BLENDED COMPONENT UNITS | | | | | | | | |
| Expenditure Detail | | | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 53I TAX OVERRIDE FUND | | | | | | | | |
| Expenditure Detail | | | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 56I DEBT SERVICE FUND | | | | | | | | |
| Expenditure Detail | | | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 57I FOUNDATION PERMANENT FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Other Sources/Uses Detail | | | | | | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 61I CAFETERIA ENTERPRISE FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 62I CHARTER SCHOOLS ENTERPRISE FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 63I OTHER ENTERPRISE FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 66I WAREHOUSE REVOLVING FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 67I SELF-INSURANCE FUND | | | | | | | | |
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | 0.00 | | |
| Fund Reconciliation | | | | | | | | |
| 71I RETIREE BENEFIT FUND | | | | | | | | |
| Expenditure Detail | | | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | | | |
| Fund Reconciliation | | | | | | | | |
| 73I FOUNDATION PRIVATE-PURPOSE TRUST FUND | | | | | | | | |

| Description | Direct Costs - Interfund Transfers In 5750 | Direct Costs - Interfund Transfers Out 5750 | Indirect Costs - Interfund Transfers In 7350 | Indirect Costs - Interfund Transfers Out 7350 | Interfund Transfers In 8900-8929 | Interfund Transfers Out 7600-7629 | Due From Other Funds 9310 | Due To Other Funds 9610 |
|---|---|---|---|---|---|---|---|---|
| Expenditure Detail | 0.00 | 0.00 | | | | | | |
| Other Sources/Uses Detail | | | | | 0.00 | | | |
| Fund Reconciliation | | | | | | | | |
| 76I WARRANT/PASS-THROUGH FUND | | | | | | | | |
| Expenditure Detail | | | | | | | | |
| Other Sources/Uses Detail | | | | | | | | |
| Fund Reconciliation | | | | | | | | |
| 95I STUDENT BODY FUND | | | | | | | | |
| Expenditure Detail | | | | | | | | |
| Other Sources/Uses Detail | | | | | | | | |
| Fund Reconciliation | | | | | | | | |
| TOTALS | 0.00 | 0.00 | 230,844.00 | (230,844.00) | 0.00 | 0.00 | | |

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

## CRITERIA AND STANDARDS

### 1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

**District's ADA Standard Percentage Range:** **-2.0% to +2.0%**

### 1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

| | | Estimated Funded ADA | | | |
|---|---|---|---|---|---|
| Fiscal Year | | Budget Adoption Budget (Form 01CS, Item 1A) | First Interim Projected Year Totals (Form AI, Lines A4 and C4) | Percent Change | Status |
| Current Year (2023-24) | | | | | |
| | District Regular | 4,021.24 | 4,030.93 | | |
| | Charter School | 0.00 | 0.00 | | |
| | **Total ADA** | **4,021.24** | **4,030.93** | **.2%** | **Met** |
| 1st Subsequent Year (2024-25) | | | | | |
| | District Regular | 3,894.64 | 3,930.72 | | |
| | Charter School | | | | |
| | **Total ADA** | **3,894.64** | **3,930.72** | **.9%** | **Met** |
| 2nd Subsequent Year (2025-26) | | | | | |
| | District Regular | 3,797.84 | 3,870.43 | | |
| | Charter School | | | | |
| | **Total ADA** | **3,797.84** | **3,870.43** | **1.9%** | **Met** |

### 1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

**Explanation:**
(required if NOT met)

**2. CRITERION: Enrollment**

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption

**District's Enrollment Standard Percentage Range:** **-2.0% to +2.0%**

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

| Fiscal Year | Enrollment<br>Budget Adoption<br>(Form 01CS, Item 3B) | <br>First Interim<br>CBEDS/Projected | Percent Change | Status |
|---|---|---|---|---|
| Current Year (2023-24) | | | | |
| District Regular | 4,175.00 | 4,204.00 | | |
| Charter School | | | | |
| **Total Enrollment** | **4,175.00** | **4,204.00** | **.7%** | **Met** |
| 1st Subsequent Year (2024-25) | | | | |
| District Regular | 4,091.00 | 4,120.00 | | |
| Charter School | | | | |
| **Total Enrollment** | **4,091.00** | **4,120.00** | **.7%** | **Met** |
| 2nd Subsequent Year (2025-26) | | | | |
| District Regular | 4,009.00 | 4,038.00 | | |
| Charter School | | | | |
| **Total Enrollment** | **4,009.00** | **4,038.00** | **.7%** | **Met** |

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

**Explanation:**
(required if NOT met)

3. **CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

### 3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

| Fiscal Year | | P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4) | Enrollment CBEDS Actual (Form 01CS, Item 2A) | Historical Ratio of ADA to Enrollment |
|---|---|---|---|---|
| Third Prior Year (2020-21) | | | | |
| | District Regular | 4,203 | 4,419 | |
| | Charter School | | | |
| | **Total ADA/Enrollment** | **4,203** | **4,419** | **95.1%** |
| Second Prior Year (2021-22) | | | | |
| | District Regular | 3,844 | 4,264 | |
| | Charter School | | | |
| | **Total ADA/Enrollment** | **3,844** | **4,264** | **90.2%** |
| First Prior Year (2022-23) | | | | |
| | District Regular | 3,869 | 4,260 | |
| | Charter School | | | |
| | **Total ADA/Enrollment** | **3,869** | **4,260** | **90.8%** |
| | | | 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: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

| Fiscal Year | | Estimated P-2 ADA (Form AI, Lines A4 and C4) | Enrollment CBEDS/Projected (Criterion 2, Item 2A) | Ratio of ADA to Enrollment | Status |
|---|---|---|---|---|---|
| Current Year (2023-24) | | | | | |
| | District Regular | 3,899 | 4,204 | | |
| | Charter School | 0 | | | |
| | **Total ADA/Enrollment** | **3,899** | **4,204** | **92.7%** | **Not Met** |
| 1st Subsequent Year (2024-25) | | | | | |
| | District Regular | 3,821 | 4,120 | | |
| | Charter School | | | | |
| | **Total ADA/Enrollment** | **3,821** | **4,120** | **92.7%** | **Not Met** |
| 2nd Subsequent Year (2025-26) | | | | | |
| | District Regular | 3,745 | 4,038 | | |
| | Charter School | | | | |
| | **Total ADA/Enrollment** | **3,745** | **4,038** | **92.7%** | **Not Met** |

### 3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

| | |
|---|---|
| **Explanation:** (required if NOT met) | The district's historical average includes ADA data from the COVID years. The ADA to Enrollment is slightly increasing in the subsequent years in comparison to prior years. |

**4. CRITERION: LCFF Revenue**

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

**District's LCFF Revenue Standard Percentage Range:** **-2.0% to +2.0%**

**4A. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

LCFF Revenue
(Fund 01, Objects 8011, 8012, 8020-8089)

| Fiscal Year | Budget Adoption (Form 01CS, Item 4B) | First Interim Projected Year Totals | Percent Change | Status |
|---|---|---|---|---|
| Current Year (2023-24) | 57,432,598.00 | 57,302,924.00 | (.2%) | Met |
| 1st Subsequent Year (2024-25) | 57,676,016.00 | 56,605,760.00 | (1.9%) | Met |
| 2nd Subsequent Year (2025-26) | 58,173,018.00 | 57,660,753.00 | (.9%) | Met |

**4B. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - LCFF revenue has not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

**Explanation:**
(required if NOT met)

5. **CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

| | Unaudited Actuals - Unrestricted (Resources 0000-1999) | | Ratio |
|---|---|---|---|
| Fiscal Year | Salaries and Benefits (Form 01, Objects 1000-3999) | Total Expenditures (Form 01, Objects 1000-7499) | 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) | 42,210,977.60 | 49,070,257.96 | 86.0% |
| | | Historical Average Ratio: | 87.7% |

| | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| District's Reserve Standard Percentage (Criterion 10B, Line 4) | 3% | 3% | 3% |
| **District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):** | **84.7% to 90.7%** | **84.7% to 90.7%** | **84.7% to 90.7%** |

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

| | Projected Year Totals - Unrestricted (Resources 0000-1999) | | | |
|---|---|---|---|---|
| Fiscal Year | Salaries and Benefits (Form 01I, Objects 1000-3999) (Form MYPI, Lines B1-B3) | Total Expenditures (Form 01I, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10) | Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures | Status |
| Current Year (2023-24) | 41,484,511.66 | 46,640,871.66 | 88.9% | Met |
| 1st Subsequent Year (2024-25) | 43,239,623.51 | 49,645,682.51 | 87.1% | Met |
| 2nd Subsequent Year (2025-26) | 43,824,171.51 | 49,911,855.51 | 87.8% | 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 current year 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 current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption. Changes that exceed five percent in any major object category must be explained.

| | |
|---|---|
| **District's Other Revenues and Expenditures Standard Percentage Range:** | **-5.0% to +5.0%** |
| **District's Other Revenues and Expenditures Explanation Percentage Range:** | **-5.0% to +5.0%** |

### 6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column. Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

| Object Range / Fiscal Year | Budget Adoption Budget (Form 01CS, Item 6B) | First Interim Projected Year Totals (Fund 01) (Form MYPI) | Percent Change | Change Is Outside Explanation Range |
|---|---|---|---|---|
| **Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)** | | | | |
| Current Year (2023-24) | 3,022,262.00 | 7,095,213.74 | 134.8% | Yes |
| 1st Subsequent Year (2024-25) | 3,022,262.00 | 3,164,469.00 | 4.7% | No |
| 2nd Subsequent Year (2025-26) | 3,022,262.00 | 3,164,469.00 | 4.7% | No |

**Explanation:**
(required if Yes)

The 23-24 budget includes the 22-23 carryover budgets. The subsequent years do not include carryover budgets.

| Object Range / Fiscal Year | Budget Adoption Budget (Form 01CS, Item 6B) | First Interim Projected Year Totals (Fund 01) (Form MYPI) | Percent Change | Change Is Outside Explanation Range |
|---|---|---|---|---|
| **Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)** | | | | |
| Current Year (2023-24) | 10,870,115.00 | 11,389,262.00 | 4.8% | No |
| 1st Subsequent Year (2024-25) | 11,101,112.00 | 11,343,324.00 | 2.2% | No |
| 2nd Subsequent Year (2025-26) | 11,316,288.00 | 11,324,838.00 | .1% | No |

**Explanation:**
(required if Yes)

| Object Range / Fiscal Year | Budget Adoption Budget (Form 01CS, Item 6B) | First Interim Projected Year Totals (Fund 01) (Form MYPI) | Percent Change | Change Is Outside Explanation Range |
|---|---|---|---|---|
| **Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)** | | | | |
| Current Year (2023-24) | 3,134,219.00 | 3,502,759.68 | 11.8% | Yes |
| 1st Subsequent Year (2024-25) | 3,134,219.00 | 3,258,770.00 | 4.0% | No |
| 2nd Subsequent Year (2025-26) | 3,134,219.00 | 3,258,770.00 | 4.0% | No |

**Explanation:**
(required if Yes)

The 23-24 budget includes the 22-23 carryover budgets. The subsequent years do not include carryover budgets.

| Object Range / Fiscal Year | Budget Adoption Budget (Form 01CS, Item 6B) | First Interim Projected Year Totals (Fund 01) (Form MYPI) | Percent Change | Change Is Outside Explanation Range |
|---|---|---|---|---|
| **Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)** | | | | |
| Current Year (2023-24) | 5,935,021.30 | 10,465,780.77 | 76.3% | Yes |
| 1st Subsequent Year (2024-25) | 5,995,564.00 | 7,283,869.00 | 21.5% | Yes |
| 2nd Subsequent Year (2025-26) | 6,022,330.00 | 5,868,468.00 | -2.6% | No |

**Explanation:**
(required if Yes)

The 23-24 budget includes the 22-23 carryover budgets. The subsequent years do not include carryover budgets.

| Object Range / Fiscal Year | Budget Adoption Budget (Form 01CS, Item 6B) | First Interim Projected Year Totals (Fund 01) (Form MYPI) | Percent Change | Change Is Outside Explanation Range |
|---|---|---|---|---|
| **Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)** | | | | |
| Current Year (2023-24) | 10,447,954.66 | 26,959,300.88 | 158.0% | Yes |
| 1st Subsequent Year (2024-25) | 10,475,083.00 | 10,928,642.00 | 4.3% | No |
| 2nd Subsequent Year (2025-26) | 10,751,625.00 | 10,817,158.00 | .6% | No |

**Explanation:**
(required if Yes)

The 23-24 budget includes the 22-23 carryover budgets. The subsequent years do not include carryover budgets.

**6B. Calculating the District's Change in Total Operating Revenues and Expenditures**

DATA ENTRY: All data are extracted or calculated.

| Object Range / Fiscal Year | Budget Adoption Budget | First Interim Projected Year Totals | Percent Change | Status |
|---|---|---|---|---|
| **Total Federal, Other State, and Other Local Revenue (Section 6A)** | | | | |
| Current Year (2023-24) | 17,026,596.00 | 21,987,235.42 | 29.1% | Not Met |
| 1st Subsequent Year (2024-25) | 17,257,593.00 | 17,766,563.00 | 2.9% | Met |
| 2nd Subsequent Year (2025-26) | 17,472,769.00 | 17,748,077.00 | 1.6% | Met |
| **Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)** | | | | |
| Current Year (2023-24) | 16,382,975.96 | 37,425,081.65 | 128.4% | Not Met |
| 1st Subsequent Year (2024-25) | 16,470,647.00 | 18,212,511.00 | 10.6% | Not Met |
| 2nd Subsequent Year (2025-26) | 16,773,955.00 | 16,685,626.00 | -.5% | Met |

**6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

| | |
|---|---|
| **Explanation:** Federal Revenue (linked from 6A if NOT met) | The 23-24 budget includes the 22-23 carryover budgets. The subsequent years do not include carryover budgets. |
| **Explanation:** Other State Revenue (linked from 6A if NOT met) | |
| **Explanation:** Other Local Revenue (linked from 6A if NOT met) | The 23-24 budget includes the 22-23 carryover budgets. The subsequent years do not include carryover budgets. |

1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

| | |
|---|---|
| **Explanation:** Books and Supplies (linked from 6A if NOT met) | The 23-24 budget includes the 22-23 carryover budgets. The subsequent years do not include carryover budgets. |
| **Explanation:** Services and Other Exps (linked from 6A if NOT met) | The 23-24 budget includes the 22-23 carryover budgets. The subsequent years do not include carryover budgets. |

## 7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

**NOTE:** EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exclude 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: Enter the Required Minimum Contribution if Budget data does not exist. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

| | | Required Minimum Contribution | First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999) | Status |
|---|---|---|---|---|
| 1. | OMMA/RMA Contribution | 3,007,614.00 | 2,207,614.00 | Not Met |
| 2. | Budget Adoption Contribution (information only) (Form 01CS, Criterion 7) | | 2,300,000.00 | |

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

| | |
|---|---|
| | Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998) |
| | Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)]) |
| X | Other (explanation must be provided) |

**Explanation:**
(required if NOT met and Other is marked)

The RRMA budget includes the 22-23 carryover budget which is included in the beginning fund balance under resource code 8150. The Ending Fund Balance as of first interim = $257,263. Total expense budget for 8150 = $3,007,614.

**8. CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in any of the current fiscal year or two subsequent fiscal years.

[1]Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2]A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

| | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| District's Available Reserve Percentages (Criterion 10C, Line 9) | 3.0% | 3.0% | 3.0% |
| **District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):** | **1.0%** | **1.0%** | **1.0%** |

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

| | Projected Year Totals | | | |
|---|---|---|---|---|
| Fiscal Year | Net Change in Unrestricted Fund Balance (Form 01I, Section E) (Form MYPI, Line C) | Total Unrestricted Expenditures and Other Financing Uses (Form 01I, Objects 1000-7999) (Form MYPI, Line B11) | Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A) | Status |
| Current Year (2023-24) | 1,847,003.58 | 46,640,871.66 | N/A | Met |
| 1st Subsequent Year (2024-25) | (1,771,156.51) | 49,645,682.51 | 3.6% | Not Met |
| 2nd Subsequent Year (2025-26) | (1,195,476.51) | 49,911,855.51 | 2.4% | Not Met |

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

| | |
|---|---|
| **Explanation:** (required if NOT met) | The deficit spending in the subsequent years is due to the decrease in the State's COLA for 24-25; from 3.94% to 1.27%. The first interim report reflects a 24-25 COLA of 1.27%. |

**9. CRITERION: Fund and Cash Balances**

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

**9A-1. Determining if the District's General Fund Ending Balance is Positive**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

| Fiscal Year | Ending Fund Balance<br>General Fund<br>Projected Year Totals<br>(Form 01I, Line F2 ) (Form MYPI, Line D2) | Status |
|---|---|---|
| Current Year (2023-24) | 8,045,697.81 | Met |
| 1st Subsequent Year (2024-25) | 5,222,237.06 | Met |
| 2nd Subsequent Year (2025-26) | 4,098,788.80 | Met |

**9A-2. Comparison of the District's Ending Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

**Explanation:**
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

**9B-1. Determining if the District's Ending Cash Balance is Positive**

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

| Fiscal Year | Ending Cash Balance<br>General Fund<br>(Form CASH, Line F, June Column) | Status |
|---|---|---|
| Current Year (2023-24) | 7,886,458.00 | Met |

**9B-2. Comparison of the District's Ending Cash Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

**Explanation:**
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves[1] for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

| Percentage Level | District ADA | |
|---|---|---|
| 5% or $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 Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

[3] A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

| | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.) | 3,899.46 | 3,818.50 | 3,742.13 |
| **District's Reserve Standard Percentage Level:** | **3%** | **3%** | **3%** |

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? No
2. If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s):

| | Current Year Projected Year Totals (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 MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

| | | Current Year Projected Year Totals (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|---|
| 1. | Expenditures and Other Financing Uses (Form 01I, objects 1000-7999) (Form MYPI, Line B11) | 100,253,795.78 | 77,429,723.75 | 76,766,218.26 |
| 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) | 100,253,795.78 | 77,429,723.75 | 76,766,218.26 |

| | | | | |
|---|---|---|---|---|
| 4. | Reserve Standard Percentage Level | 3% | 3% | 3% |
| 5. | Reserve Standard - by Percent<br>(Line B3 times Line B4) | 3,007,613.87 | 2,322,891.71 | 2,302,986.55 |
| 6. | Reserve Standard - by Amount<br>($80,000 for districts with 0 to 1,000 ADA, else 0) | 0.00 | 0.00 | 0.00 |
| 7. | **District's Reserve Standard**<br>**(Greater of Line B5 or Line B6)** | **3,007,613.87** | **2,322,891.71** | **2,302,986.55** |

**10C. Calculating the District's Available Reserve Amount**

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

| Reserve Amounts<br>(Unrestricted resources 0000-1999 except Line 4) | | Current Year<br>Projected Year Totals<br>(2023-24) | 1st Subsequent Year<br>(2024-25) | 2nd Subsequent Year<br>(2025-26) |
|---|---|---|---|---|
| 1. | General Fund - Stabilization Arrangements<br>(Fund 01, Object 9750) (Form MYPI, Line E1a) | 0.00 | 0.00 | 0.00 |
| 2. | General Fund - Reserve for Economic Uncertainties<br>(Fund 01, Object 9789) (Form MYPI, Line E1b) | 3,007,614.00 | 2,322,892.00 | 2,302,987.00 |
| 3. | General Fund - Unassigned/Unappropriated Amount<br>(Fund 01, Object 9790) (Form MYPI, Line E1c) | 1.61 | 1.10 | .59 |
| 4. | General Fund - Negative Ending Balances in Restricted Resources<br>(Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d) | 0.00 | 0.00 | 0.00 |
| 5. | Special Reserve Fund - Stabilization Arrangements<br>(Fund 17, Object 9750) (Form MYPI, Line E2a) | 0.00 | 0.00 | 0.00 |
| 6. | Special Reserve Fund - Reserve for Economic Uncertainties<br>(Fund 17, Object 9789) (Form MYPI, Line E2b) | 0.00 | 0.00 | 0.00 |
| 7. | Special Reserve Fund - Unassigned/Unappropriated Amount<br>(Fund 17, Object 9790) (Form MYPI, Line E2c) | 0.00 | 0.00 | 0.00 |
| 8. | District's Available Reserve Amount<br>(Lines C1 thru C7) | 3,007,615.61 | 2,322,893.10 | 2,302,987.59 |
| 9. | District's Available Reserve Percentage (Information only)<br>(Line 8 divided by Section 10B, Line 3) | 3.00% | 3.00% | 3.00% |
| | **District's Reserve Standard<br>(Section 10B, Line 7):** | **3,007,613.87** | **2,322,891.71** | **2,302,986.55** |
| | Status: | Met | Met | Met |

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

**Explanation:**
(required if NOT met)

## SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

### S1. Contingent Liabilities

| | | |
|---|---|---|
| 1a. | Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget? | No |
| 1b. | If Yes, identify the liabilities and how they may impact the budget: | |

### S2. Use of One-time Revenues for Ongoing Expenditures

| | | |
|---|---|---|
| 1a. | Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent? | No |
| 1b. | If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years: | |

### S3. Temporary Interfund Borrowings

| | | |
|---|---|---|
| 1a. | Does your district have projected temporary borrowings between funds? (Refer to Education Code Section 42603) | No |
| 1b. | If Yes, identify the interfund borrowings: | |

### S4. Contingent Revenues

| | | |
|---|---|---|
| 1a. | Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? | No |
| 1b. | If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced: | |

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than $20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than $20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

**District's Contributions and Transfers Standard:** **-5.0% to +5.0% or -$20,000 to +$20,000**

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the First Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the First Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

| Description / Fiscal Year | Budget Adoption (Form 01CS, Item S5A) | First Interim Projected Year Totals | Percent Change | Amount of Change | Status |
|---|---|---|---|---|---|
| **1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)** | | | | | |
| Current Year (2023-24) | (9,643,384.76) | (9,850,998.76) | 2.2% | 207,614.00 | Met |
| 1st Subsequent Year (2024-25) | (9,943,385.00) | (9,734,529.00) | -2.1% | (208,856.00) | Met |
| 2nd Subsequent Year (2025-26) | (10,243,385.00) | (9,934,529.00) | -3.0% | (308,856.00) | Met |
| **1b. Transfers In, General Fund *** | | | | | |
| Current Year (2023-24) | 0.00 | 0.00 | 0.0% | 0.00 | Met |
| 1st Subsequent Year (2024-25) | 0.00 | 0.00 | 0.0% | 0.00 | Met |
| 2nd Subsequent Year (2025-26) | 0.00 | 0.00 | 0.0% | 0.00 | Met |
| **1c. Transfers Out, General Fund *** | | | | | |
| Current Year (2023-24) | 0.00 | 0.00 | 0.0% | 0.00 | Met |
| 1st Subsequent Year (2024-25) | 0.00 | 0.00 | 0.0% | 0.00 | Met |
| 2nd Subsequent Year (2025-26) | 0.00 | 0.00 | 0.0% | 0.00 | Met |

1d. **Capital Project Cost Overruns**

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. MET - Projected contributions have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

**Explanation:**
(required if NOT met)

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

**Explanation:**
(required if NOT met)

1c. MET - Projected transfers out have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

**Explanation:**
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

**Project Information:**
(required if YES)

**S6. Long-term Commitments**

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C) Yes

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption? Yes

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

| Type of Commitment | # of Years Remaining | SACS Fund and Object Codes Used For: Funding Sources (Revenues) | Debt Service (Expenditures) | Principal Balance as of July 1, 2023-24 |
|---|---|---|---|---|
| Capital Leases | | | | |
| Certificates of Participation | 26 | Fund 49 | Fund 52 | 36,822,463 |
| General Obligation Bonds | 31 | Fund 21 | Fund 51 | 232,977,494 |
| Supp Early Retirement Program | 5 | Fund 01 | Fund 01 | 3,958,825 |
| 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: | | | | 336,048,797 |

| Type of Commitment (continued) | Prior Year (2022-23) Annual Payment (P & I) | Current 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) |
|---|---|---|---|---|
| Capital 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 current and two subsequent fiscal years.

| | |
|---|---|
| **Explanation:**<br>(Required if Yes<br>to increase in total<br>annual payments) | |

**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

| | |
|---|---|
| **Explanation:**<br>(Required if Yes) | |

**S7. Unfunded Liabilities**

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1 a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4) — Yes

b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities? — Yes

c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions? — Yes

| 2 OPEB Liabilities | Budget Adoption (Form 01CS, Item S7A) | First Interim |
|---|---|---|
| a. Total OPEB liability | 18,578,137.00 | 16,544,352.00 |
| b. OPEB plan(s) fiduciary net position (if applicable) | 0.00 | 0.00 |
| c. Total/Net OPEB liability (Line 2a minus Line 2b) | 18,578,137.00 | 16,544,352.00 |
| d. Is total OPEB liability based on the district's estimate or an actuarial valuation? | Actuarial | Actuarial |
| e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation. | Jun 30, 2022 | Jun 30, 2023 |

| 3 OPEB Contributions | Budget Adoption (Form 01CS, Item S7A) | First Interim |
|---|---|---|
| a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method | | |
| Current Year (2023-24) | 684,000.00 | 653,560.00 |
| 1st Subsequent Year (2024-25) | 684,000.00 | 716,562.00 |
| 2nd Subsequent Year (2025-26) | 684,000.00 | 907,456.00 |
| b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752) | | |
| Current Year (2023-24) | 684,000.00 | 684,000.00 |
| 1st Subsequent Year (2024-25) | 684,000.00 | 716,562.00 |
| 2nd Subsequent Year (2025-26) | 684,000.00 | 907,456.00 |
| c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount) | | |
| Current Year (2023-24) | 684,000.00 | 684,000.00 |
| 1st Subsequent Year (2024-25) | 684,000.00 | 716,562.00 |
| 2nd Subsequent Year (2025-26) | 684,000.00 | 907,456.00 |
| d. Number of retirees receiving OPEB benefits | | |
| Current Year (2023-24) | 28 | 18 |
| 1st Subsequent Year (2024-25) | 28 | 18 |
| 2nd Subsequent Year (2025-26) | 28 | 18 |

4. Comments:

**S7B. Identification of the District's Unfunded Liability for Self-insurance Programs**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

| | | |
|---|---|---|
| 1 | a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4) | No |
| | b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities? | n/a |
| | c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions? | n/a |

| | | Budget Adoption (Form 01CS, Item S7B) | First Interim |
|---|---|---|---|
| 2 | Self-Insurance Liabilities | | |
| | a. Accrued liability for self-insurance programs | | |
| | b. Unfunded liability for self-insurance programs | | |

| | | Budget Adoption (Form 01CS, Item S7B) | First Interim |
|---|---|---|---|
| 3 | Self-Insurance Contributions | | |
| | a. Required contribution (funding) for self-insurance programs | | |
| | Current Year (2023-24) | | |
| | 1st Subsequent Year (2024-25) | | |
| | 2nd Subsequent Year (2025-26) | | |
| | b. Amount contributed (funded) for self-insurance programs | | |
| | Current Year (2023-24) | | |
| | 1st Subsequent Year (2024-25) | | |
| | 2nd Subsequent Year (2025-26) | | |

4 Comments:

**S8. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Certificated Labor Agreements as of the Previous Reporting Period**

Were all certificated labor negotiations settled as of budget adoption? **No**

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

**Certificated (Non-management) Salary and Benefit Negotiations**

| | Prior Year (2nd Interim) (2022-23) | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|---|
| Number of certificated (non-management) full-time-equivalent (FTE) positions | 265.0 | 262.6 | 262.0 | 262.0 |

1a. Have any salary and benefit negotiations been settled since budget adoption? **No**

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled? **Yes**

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement? n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

| | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| Is the cost of salary settlement included in the interim and multiyear projections (MYPs)? | No | No | No |
| **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 | 295,640 |

| | | Current 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**

| | | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|---|
| 1. | Are costs of H&W benefit changes included in the interim and MYPs? | Yes | Yes | Yes |
| 2. | Total cost of H&W benefits | 2,751,000 | 2,751,000 | 2,751,000 |
| 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 Negotiated Since Budget Adoption**

| | | | |
|---|---|---|---|
| Are any new costs negotiated since budget adoption for prior year settlements included in the interim? | No | | |
| If Yes, amount of new costs included in the interim and MYPs | | | |

If Yes, explain the nature of the new costs:

**Certificated (Non-management) Step and Column Adjustments**

| | | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|---|
| 1. | Are step & column adjustments included in the interim and MYPs? | Yes | Yes | Yes |
| 2. | Cost of step & column adjustments | 469,000 | 478,382 | 487,947 |
| 3. | Percent change in step & column over prior year | | | |

**Certificated (Non-management) Attrition (layoffs and retirements)**

| | | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|---|
| 1. | Are savings from attrition included in the interim and MYPs? | Yes | Yes | Yes |
| 2. | Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs? | Yes | Yes | Yes |

**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

| | |
|---|---|
| Were all classified labor negotiations settled as of budget adoption? | No |
| If Yes, complete number of FTEs, then skip to section S8C. | |
| If No, continue with section S8B. | |

**Classified (Non-management) Salary and Benefit Negotiations**

| | Prior Year (2nd Interim) (2022-23) | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|---|
| Number of classified (non-management) FTE positions | 217.5 | 221.0 | 221.0 | 221.0 |

1a. Have any salary and benefit negotiations been settled since budget adoption? **No**

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled? **Yes**

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement? **n/a**

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

| | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| Is the cost of salary settlement included in the interim and multiyear projections (MYPs)? | | | |
| **One Year Agreement** | | | |
| Total cost of salary settlement | | | |
| % change in salary schedule from prior year | | | |
| or | | | |
| **Multiyear Agreement** | | | |
| Total cost of salary settlement | | | |
| % change in salary schedule from prior year (may enter text, such as "Reopener") | | | |

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits: 164,130

| | Current 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 | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| 1. Are costs of H&W benefit changes included in the interim and MYPs? | Yes | Yes | Yes |
| 2. Total cost of H&W benefits | 2,247,000 | 2,247,000 | 2,247,000 |
| 3. Percent of H&W cost paid by employer | | | |
| 4. Percent projected change in H&W cost over prior year | 5.0% | 5.0% | 5.0% |

**Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption**

| | | | |
|---|---|---|---|
| Are any new costs negotiated since budget adoption for prior year settlements included in the interim? | No | | |
| If Yes, amount of new costs included in the interim and MYPs | | | |

If Yes, explain the nature of the new costs:

| Classified (Non-management) Step and Column Adjustments | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| 1. Are step & column adjustments included in the interim and MYPs? | Yes | Yes | Yes |
| 2. Cost of step & column adjustments | 234,259 | 238,944 | 243,723 |
| 3. Percent change in step & column over prior year | 2.0% | 2.0% | 2.0% |

| Classified (Non-management) Attrition (layoffs and retirements) | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| 1. Are savings from attrition included in the interim and MYPs? | Yes | Yes | Yes |
| 2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs? | Yes | Yes | Yes |

**Classified (Non-management) - Other**

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of budget adoption? No

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

| | Prior Year (2nd Interim) (2022-23) | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|---|
| Number of management, supervisor, and confidential FTE positions | 30.0 | 28.0 | 28.0 | 28.0 |

1a. Have any salary and benefit negotiations been settled since budget adoption? No

If Yes, complete question 2.

If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled? Yes

If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

| 2. Salary settlement: | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| Is the cost of salary settlement included in the interim and multiyear projections (MYPs)? | | | |
| Total cost of salary settlement | | | |
| Change in salary schedule from prior year (may enter text, such as "Reopener") | | | |

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

| | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| 4. Amount included for any tentative salary schedule increases | | | |

| **Management/Supervisor/Confidential Health and Welfare (H&W) Benefits** | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| 1. Are costs of H&W benefit changes included in the interim and MYPs? | Yes | Yes | Yes |
| 2. Total cost of H&W benefits | 294,000 | 294,000 | 294,000 |
| 3. Percent of H&W cost paid by employer | | | |
| 4. Percent projected change in H&W cost over prior year | 5.0% | 5.0% | 5.0% |

| **Management/Supervisor/Confidential Step and Column Adjustments** | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| 1. Are step & column adjustments included in the interim and MYPs? | Yes | Yes | Yes |
| 2. Cost of step & column adjustments | 73,320 | 74,786 | 76,282 |
| 3. Percent change in step and column over prior year | 2.0% | 2.0% | 2.0% |

| **Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)** | Current Year (2023-24) | 1st Subsequent Year (2024-25) | 2nd Subsequent Year (2025-26) |
|---|---|---|---|
| 1. Are costs of other benefits included in the interim and MYPs? | No | No | No |
| 2. Total cost of other benefits | | | |

| | | | | |
|---|---|---|---|---|
| 3. | Percent change in cost of other benefits over prior year | | | |

**S9.** **Status of Other Funds**

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

**S9A. Identification of Other Funds with Negative Ending Fund Balances**

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year? No

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

## ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

| | | |
|---|---|---|
| **A1.** | Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No) | No |
| **A2.** | Is the system of personnel position control independent from the payroll system? | No |
| **A3.** | Is enrollment decreasing in both the prior and current fiscal years? | Yes |
| **A4.** | Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year? | No |
| **A5.** | Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment? | No |
| **A6.** | Does the district provide uncapped (100% employer paid) health benefits for current or retired employees? | No |
| **A7.** | Is the district's financial system independent of the county office system? | No |
| **A8.** | Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.) | No |
| **A9.** | Have there been personnel changes in the superintendent or chief business official positions within the last 12 months? | No |

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

**Comments:**
(optional)

**End of School District First Interim Criteria and Standards Review**

| Description | Object Codes | Projected Year Totals (Form 01I) (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 | 57,302,924.00 | (1.22%) | 56,605,760.00 | 1.86% | 57,660,753.00 |
| 2. Federal Revenues | 8100-8299 | 100,000.00 | 0.00% | 100,000.00 | 0.00% | 100,000.00 |
| 3. Other State Revenues | 8300-8599 | 835,950.00 | (3.91%) | 803,295.00 | (1.64%) | 790,155.00 |
| 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 | (9,850,998.76) | (1.18%) | (9,734,529.00) | 2.05% | (9,934,529.00) |
| 6. Total (Sum lines A1 thru A5c) | | 48,487,875.24 | (1.26%) | 47,874,526.00 | 1.76% | 48,716,379.00 |
| B. EXPENDITURES AND OTHER FINANCING USES | | | | | | |
| 1. Certificated Salaries | | | | | | |
| a. Base Salaries | | | | 22,717,725.95 | | 23,072,079.95 |
| b. Step & Column Adjustment | | | | 454,354.00 | | 463,442.00 |
| c. Cost-of-Living Adjustment | | | | | | |
| d. Other Adjustments | | | | (100,000.00) | | (202,000.00) |
| e. Total Certificated Salaries (Sum lines B1a thru B1d) | 1000-1999 | 22,717,725.95 | 1.56% | 23,072,079.95 | 1.13% | 23,333,521.95 |
| 2. Classified Salaries | | | | | | |
| a. Base Salaries | | | | 8,214,217.22 | | 8,378,501.56 |
| b. Step & Column Adjustment | | | | 164,284.34 | | 167,570.00 |
| c. Cost-of-Living Adjustment | | | | | | |
| d. Other Adjustments | | | | | | (32,447.00) |
| e. Total Classified Salaries (Sum lines B2a thru B2d) | 2000-2999 | 8,214,217.22 | 2.00% | 8,378,501.56 | 1.61% | 8,513,624.56 |
| 3. Employee Benefits | 3000-3999 | 10,552,568.49 | 11.72% | 11,789,042.00 | 1.59% | 11,977,025.00 |
| 4. Books and Supplies | 4000-4999 | 991,557.00 | (7.59%) | 916,256.00 | (17.04%) | 760,105.00 |
| 5. Services and Other Operating Expenditures | 5000-5999 | 5,913,032.00 | 1.87% | 6,023,458.00 | (2.34%) | 5,882,477.00 |
| 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 | (2,019,229.00) | (60.15%) | (804,655.00) | 2.64% | (825,898.00) |
| 9. Other Financing Uses | | | | | | |
| a. Transfers Out | 7600-7629 | 0.00 | 0.00% | 0.00 | 0.00% | 0.00 |
| b. Other Uses | 7630-7699 | 0.00 | 0.00% | 0.00 | 0.00% | 0.00 |
| 10. Other Adjustments (Explain in Section F below) | | | | | | |
| 11. Total (Sum lines B1 thru B10) | | 46,640,871.66 | 6.44% | 49,645,682.51 | .54% | 49,911,855.51 |
| C. NET INCREASE (DECREASE) IN FUND BALANCE | | | | | | |
| (Line A6 minus line B11) | | 1,847,003.58 | | (1,771,156.51) | | (1,195,476.51) |
| D. FUND BALANCE | | | | | | |
| 1.Net Beginning Fund Balance(Form 01I, line F1e) | | 3,522,680.03 | | 5,369,683.61 | | 3,598,527.10 |
| 2. Ending Fund Balance (Sum lines C and D1) | | 5,369,683.61 | | 3,598,527.10 | | 2,403,050.59 |
| 3. Components of Ending Fund Balance (Form 01I) | | | | | | |
| a. Nonspendable | 9710-9719 | 100,000.00 | | 100,000.00 | | 100,000.00 |
| b. Restricted | 9740 | | | | | |
| 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 | 2,262,068.00 | | 1,175,634.00 | | 63.00 |
| e. Unassigned/Unappropriated | | | | | | |

| Description | Object Codes | Projected Year Totals (Form 01I) (A) | % Change (Cols. C-A/A) (B) | 2024-25 Projection (C) | % Change (Cols. E-C/C) (D) | 2025-26 Projection (E) |
|---|---|---|---|---|---|---|
| 1. Reserve for Economic Uncertainties | 9789 | 3,007,614.00 | | 2,322,892.00 | | 2,302,987.00 |
| 2. Unassigned/Unappropriated | 9790 | 1.61 | | 1.10 | | .59 |
| f. Total Components of Ending Fund Balance | | | | | | |
| (Line D3f must agree with line D2) | | 5,369,683.61 | | 3,598,527.10 | | 2,403,050.59 |
| E. AVAILABLE RESERVES | | | | | | |
| 1. General Fund | | | | | | |
| a. Stabilization Arrangements | 9750 | 0.00 | | 0.00 | | 0.00 |
| b. Reserve for Economic Uncertainties | 9789 | 3,007,614.00 | | 2,322,892.00 | | 2,302,987.00 |
| c. Unassigned/Unappropriated | 9790 | 1.61 | | 1.10 | | .59 |
| (Enter other reserve projections in Columns C and E for subsequent | | | | | | |
| years 1 and 2; current year - Column A - is extracted) | | | | | | |
| 2. Special Reserve Fund - Noncapital Outlay (Fund 17) | | | | | | |
| a. Stabilization Arrangements | 9750 | 0.00 | | 0.00 | | 0.00 |
| b. Reserve for Economic Uncertainties | 9789 | 0.00 | | 0.00 | | 0.00 |
| c. Unassigned/Unappropriated | 9790 | 0.00 | | 0.00 | | 0.00 |
| 3. Total Available Reserves (Sum lines E1a thru E2c) | | 3,007,615.61 | | 2,322,893.10 | | 2,302,987.59 |

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

The adjustments include the reduction due to natural attrition.

| Description | Object Codes | Projected Year Totals (Form 01I) (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 | 6,995,213.74 | (56.19%) | 3,064,469.00 | 0.00% | 3,064,469.00 |
| 3. Other State Revenues | 8300-8599 | 10,553,312.00 | (.13%) | 10,540,029.00 | (.05%) | 10,534,683.00 |
| 4. Other Local Revenues | 8600-8799 | 3,402,759.68 | (7.17%) | 3,158,770.00 | 0.00% | 3,158,770.00 |
| 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 | 9,850,998.76 | (1.18%) | 9,734,529.00 | 2.05% | 9,934,529.00 |
| 6. Total (Sum lines A1 thru A5c) | | 31,036,224.18 | (13.87%) | 26,731,737.00 | .73% | 26,926,391.00 |
| B. EXPENDITURES AND OTHER FINANCING USES | | | | | | |
| 1. Certificated Salaries | | | | | | |
| a. Base Salaries | | | | 6,795,246.87 | | 5,201,575.87 |
| b. Step & Column Adjustment | | | | 135,905.00 | | 104,031.51 |
| c. Cost-of-Living Adjustment | | | | | | |
| d. Other Adjustments | | | | (1,729,576.00) | | |
| e. Total Certificated Salaries (Sum lines B1a thru B1d) | 1000-1999 | 6,795,246.87 | (23.45%) | 5,201,575.87 | 2.00% | 5,305,607.38 |
| 2. Classified Salaries | | | | | | |
| a. Base Salaries | | | | 4,434,841.37 | | 3,808,798.37 |
| b. Step & Column Adjustment | | | | 88,697.00 | | 76,176.00 |
| c. Cost-of-Living Adjustment | | | | | | |
| d. Other Adjustments | | | | (714,740.00) | | |
| e. Total Classified Salaries (Sum lines B2a thru B2d) | 2000-2999 | 4,434,841.37 | (14.12%) | 3,808,798.37 | 2.00% | 3,884,974.37 |
| 3. Employee Benefits | 3000-3999 | 8,099,238.23 | (14.39%) | 6,934,054.00 | 1.51% | 7,038,957.00 |
| 4. Books and Supplies | 4000-4999 | 9,474,223.77 | (32.79%) | 6,367,613.00 | (19.78%) | 5,108,363.00 |
| 5. Services and Other Operating Expenditures | 5000-5999 | 21,046,268.88 | (76.69%) | 4,905,184.00 | .60% | 4,934,681.00 |
| 6. Capital Outlay | 6000-6999 | 1,974,720.00 | (100.00%) | 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 | 1,788,385.00 | (68.31%) | 566,816.00 | 2.64% | 581,780.00 |
| 9. Other Financing Uses | | | | | | |
| a. Transfers Out | 7600-7629 | 0.00 | 0.00% | 0.00 | 0.00% | 0.00 |
| b. Other Uses | 7630-7699 | 0.00 | 0.00% | 0.00 | 0.00% | 0.00 |
| 10. Other Adjustments (Explain in Section F below) | | | | | | |
| 11. Total (Sum lines B1 thru B10) | | 53,612,924.12 | (48.18%) | 27,784,041.24 | (3.35%) | 26,854,362.75 |
| C. NET INCREASE (DECREASE) IN FUND BALANCE | | | | | | |
| (Line A6 minus line B11) | | (22,576,699.94) | | (1,052,304.24) | | 72,028.25 |
| D. FUND BALANCE | | | | | | |
| 1. Net Beginning Fund Balance (Form 01I, line F1e) | | 25,252,714.14 | | 2,676,014.20 | | 1,623,709.96 |
| 2. Ending Fund Balance (Sum lines C and D1) | | 2,676,014.20 | | 1,623,709.96 | | 1,695,738.21 |
| 3. Components of Ending Fund Balance (Form 01I) | | | | | | |
| a. Nonspendable | 9710-9719 | 0.00 | | 0.00 | | 0.00 |
| b. Restricted | 9740 | 2,676,014.20 | | 1,623,709.96 | | 1,695,738.21 |
| c. Committed | | | | | | |
| 1. Stabilization Arrangements | 9750 | | | | | |
| 2. Other Commitments | 9760 | | | | | |
| d. Assigned | 9780 | | | | | |
| e. Unassigned/Unappropriated | | | | | | |
| 1. Reserve for Economic Uncertainties | 9789 | | | | | |

| Description | Object Codes | Projected Year Totals (Form 01I) (A) | % Change (Cols. C-A/A) (B) | 2024-25 Projection (C) | % Change (Cols. E-C/C) (D) | 2025-26 Projection (E) |
|---|---|---|---|---|---|---|
| 2. Unassigned/Unappropriated | 9790 | 0.00 | | 0.00 | | 0.00 |
| f. Total Components of Ending Fund Balance | | | | | | |
| (Line D3f must agree with line D2) | | 2,676,014.20 | | 1,623,709.96 | | 1,695,738.21 |
| E. AVAILABLE RESERVES | | | | | | |
| 1. General Fund ) | | | | | | |
| a. Stabilization Arrangements | 9750 | | | | | |
| b. Reserve for Economic Uncertainties | 9789 | | | | | |
| c. Unassigned/Unappropriated Amount | 9790 | | | | | |
| (Enter current year reserve projections in Column A, and other reserve | | | | | | |
| projections in Columns C and E for subsequent years 1 and 2) | | | | | | |
| 2. Special Reserve Fund - Noncapital Outlay (Fund 17) | | | | | | |
| a. Stabilization Arrangements | 9750 | | | | | |
| b. Reserve for Economic Uncertainties | 9789 | | | | | |
| c. Unassigned/Unappropriated | 9790 | | | | | |
| 3. Total Available Reserves (Sum lines E1a thru E2c) | | | | | | |

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

The expenditure adjustments include the reversal of the 22-23 carryover budget in restricted programs such as ESSER III, ELO, LREBG, etc.

| Description | Object Codes | Projected Year Totals (Form 01I) (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 | 57,536,864.00 | (1.21%) | 56,839,700.00 | 1.86% | 57,894,693.00 |
| 2. Federal Revenues | 8100-8299 | 7,095,213.74 | (55.40%) | 3,164,469.00 | 0.00% | 3,164,469.00 |
| 3. Other State Revenues | 8300-8599 | 11,389,262.00 | (.40%) | 11,343,324.00 | (.16%) | 11,324,838.00 |
| 4. Other Local Revenues | 8600-8799 | 3,502,759.68 | (6.97%) | 3,258,770.00 | 0.00% | 3,258,770.00 |
| 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) | | 79,524,099.42 | (6.18%) | 74,606,263.00 | 1.39% | 75,642,770.00 |
| B. EXPENDITURES AND OTHER FINANCING USES | | | | | | |
| 1. Certificated Salaries | | | | | | |
| a. Base Salaries | | | | 29,512,972.82 | | 28,273,655.82 |
| b. Step & Column Adjustment | | | | 590,259.00 | | 567,473.51 |
| c. Cost-of-Living Adjustment | | | | 0.00 | | 0.00 |
| d. Other Adjustments | | | | (1,829,576.00) | | (202,000.00) |
| e. Total Certificated Salaries (Sum lines B1a thru B1d) | 1000-1999 | 29,512,972.82 | (4.20%) | 28,273,655.82 | 1.29% | 28,639,129.33 |
| 2. Classified Salaries | | | | | | |
| a. Base Salaries | | | | 12,649,058.59 | | 12,187,299.93 |
| b. Step & Column Adjustment | | | | 252,981.34 | | 243,746.00 |
| c. Cost-of-Living Adjustment | | | | 0.00 | | 0.00 |
| d. Other Adjustments | | | | (714,740.00) | | (32,447.00) |
| e. Total Classified Salaries (Sum lines B2a thru B2d) | 2000-2999 | 12,649,058.59 | (3.65%) | 12,187,299.93 | 1.73% | 12,398,598.93 |
| 3. Employee Benefits | 3000-3999 | 18,651,806.72 | .38% | 18,723,096.00 | 1.56% | 19,015,982.00 |
| 4. Books and Supplies | 4000-4999 | 10,465,780.77 | (30.40%) | 7,283,869.00 | (19.43%) | 5,868,468.00 |
| 5. Services and Other Operating Expenditures | 5000-5999 | 26,959,300.88 | (59.46%) | 10,928,642.00 | (1.02%) | 10,817,158.00 |
| 6. Capital Outlay | 6000-6999 | 1,974,720.00 | (100.00%) | 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) | 3.03% | (237,839.00) | 2.64% | (244,118.00) |
| 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) | | 100,253,795.78 | (22.77%) | 77,429,723.75 | (.86%) | 76,766,218.26 |
| C. NET INCREASE (DECREASE) IN FUND BALANCE | | | | | | |
| (Line A6 minus line B11) | | (20,729,696.36) | | (2,823,460.75) | | (1,123,448.26) |
| D. FUND BALANCE | | | | | | |
| 1. Net Beginning Fund Balance (Form 01I, line F1e) | | 28,775,394.17 | | 8,045,697.81 | | 5,222,237.06 |
| 2. Ending Fund Balance (Sum lines C and D1) | | 8,045,697.81 | | 5,222,237.06 | | 4,098,788.80 |
| 3. Components of Ending Fund Balance (Form 01I) | | | | | | |
| a. Nonspendable | 9710-9719 | 100,000.00 | | 100,000.00 | | 100,000.00 |
| b. Restricted | 9740 | 2,676,014.20 | | 1,623,709.96 | | 1,695,738.21 |
| 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 | 2,262,068.00 | | 1,175,634.00 | | 63.00 |
| e. Unassigned/Unappropriated | | | | | | |
| 1. Reserve for Economic Uncertainties | 9789 | 3,007,614.00 | | 2,322,892.00 | | 2,302,987.00 |

| Description | Object Codes | Projected Year Totals (Form 01I) (A) | % Change (Cols. C-A/A) (B) | 2024-25 Projection (C) | % Change (Cols. E-C/C) (D) | 2025-26 Projection (E) |
|---|---|---|---|---|---|---|
| 2. Unassigned/Unappropriated | 9790 | 1.61 | | 1.10 | | .59 |
| f. Total Components of Ending Fund Balance | | | | | | |
| (Line D3f must agree with line D2) | | 8,045,697.81 | | 5,222,237.06 | | 4,098,788.80 |
| E. AVAILABLE RESERVES (Unrestricted except as noted) | | | | | | |
| 1. General Fund | | | | | | |
| a. Stabilization Arrangements | 9750 | 0.00 | | 0.00 | | 0.00 |
| b. Reserve for Economic Uncertainties | 9789 | 3,007,614.00 | | 2,322,892.00 | | 2,302,987.00 |
| c. Unassigned/Unappropriated | 9790 | 1.61 | | 1.10 | | .59 |
| d. Negative Restricted Ending Balances | | | | | | |
| (Negative resources 2000-9999) | 979Z | | | 0.00 | | 0.00 |
| 2. Special Reserve Fund - Noncapital Outlay (Fund 17) | | | | | | |
| a. Stabilization Arrangements | 9750 | 0.00 | | 0.00 | | 0.00 |
| b. Reserve for Economic Uncertainties | 9789 | 0.00 | | 0.00 | | 0.00 |
| c. Unassigned/Unappropriated | 9790 | 0.00 | | 0.00 | | 0.00 |
| 3. Total Available Reserves - by Amount (Sum lines E1 thru E2c) | | 3,007,615.61 | | 2,322,893.10 | | 2,302,987.59 |
| 4. Total Available Reserves - by Percent (Line E3 divided by Line F3c) | | 3.00% | | 3.00% | | 3.00% |
| F. RECOMMENDED RESERVES | | | | | | |
| 1. Special Education Pass-through Exclusions | | | | | | |
| For districts that serve as the administrative unit (AU) of a | | | | | | |
| special education local plan area (SELPA): | | | | | | |
| a. Do you choose to exclude from the reserve calculation | | | | | | |
| the pass-through funds distributed to SELPA members? | No | | | | | |
| b. If you are the SELPA AU and are excluding special | | | | | | |
| education pass-through funds: | | | | | | |
| 1. Enter the name(s) of the SELPA(s): | | | | | | |
| | | | | | | |
| 2. Special education pass-through funds | | | | | | |
| (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546 | | | | | | |
| objects 7211-7213 and 7221-7223; enter projections for | | | | | | |
| subsequent years 1 and 2 in Columns C and E) | | 0.00 | | 0.00 | | 0.00 |
| 2. District ADA | | | | | | |
| Used to determine the reserve standard percentage level on line F3d | | | | | | |
| (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections) | | 3,899.46 | | 3,818.50 | | 3,742.13 |
| 3. Calculating the Reserves | | | | | | |
| a. Expenditures and Other Financing Uses (Line B11) | | 100,253,795.78 | | 77,429,723.75 | | 76,766,218.26 |
| 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) | | 100,253,795.78 | | 77,429,723.75 | | 76,766,218.26 |
| d. Reserve Standard Percentage Level | | | | | | |
| (Refer to Form 01CSI, Criterion 10 for calculation details) | | 3% | | 3% | | 3% |
| e. Reserve Standard - By Percent (Line F3c times F3d) | | 3,007,613.87 | | 2,322,891.71 | | 2,302,986.55 |
| f. Reserve Standard - By Amount | | | | | | |
| (Refer to Form 01CSI, Criterion 10 for calculation details) | | 0.00 | | 0.00 | | 0.00 |
| g. Reserve Standard (Greater of Line F3e or F3f) | | 3,007,613.87 | | 2,322,891.71 | | 2,302,986.55 |
| h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g) | | YES | | YES | | YES |

# SAN YSIDRO ELEMENTARY

# 2023-24 CASHFLOW

| ACTUALS TO MONTH OF: | LEAID | BUSINESS UNIT | BUSINESS ADVISOR |
|---|---|---|---|
| OCTOBER | 68379 | 03300 | N. Schuff |

District's authorizing signature

CHART

| | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | TOTAL July - June 30th |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BEGINNING BALANCE: | $ 25,963,819 | $ 21,061,731 | $ 17,082,150 | $ 16,651,941 | $ 14,863,017 | $ 12,439,146 | $ 19,804,280 | $ 21,996,431 | $ 19,166,704 | $ 17,172,993 | $ 21,044,064 | $ 18,431,166 | |
| **LCFF SOURCES** | | | | | | | | | | | | | |
| LCFF | $ 1,359,107 | $ 1,359,107 | $ 2,446,393 | $ 2,446,393 | $ 2,446,393 | $ 2,446,393 | $ 2,446,393 | $ 2,446,394 | $ 2,446,394 | $ 2,446,394 | $ 2,446,394 | $ (1,338,297) | $ 23,397,458 |
| Property Taxes | $ 142,573 | $ 526,728 | $ 178,152 | $ 383,066 | $ 1,228,349 | $ 10,078,115 | $ 4,794,016 | $ 785,389 | $ 785,389 | $ 8,080,085 | $ 3,612,791 | $ 820,917 | $ 31,415,572 |
| EPA | $ - | $ - | $ 207,121 | $ - | $ - | $ 207,121 | $ - | $ - | $ 207,121 | $ - | $ - | $ 184,823 | $ 806,186 |
| RDA Residual Balance & CRD | $ - | $ - | $ - | $ - | $ - | $ - | $ 841,854 | $ - | $ - | $ - | $ - | $ 841,854 | $ 1,683,708 |
| Charter In Lieu Taxes | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Special Education - Prop Tax Transfer | $ - | $ - | $ - | $ - | $ 58,485 | $ - | $ - | $ - | $ 58,485 | $ - | $ - | $ 116,970 | $ 233,940 |
| Other Revenue Sources | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **TOTAL LCFF SOURCES** | $ 1,501,680 | $ 1,885,835 | $ 2,831,666 | $ 2,829,459 | $ 3,733,227 | $ 12,731,629 | $ 8,082,263 | $ 3,231,783 | $ 3,497,389 | $ 10,526,479 | $ 6,059,185 | $ 626,267 | $ 57,536,864 |
| **FEDERAL REVENUE** | | | | | | | | | | | | | |
| Impact Aid | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Special Education | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Federal Pass Through | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Title I - Fed Cash Mgmt System | $ - | $ - | $ - | $ - | $ - | $ 705,755 | $ - | $ - | $ 705,755 | $ - | $ - | $ 705,755 | $ 2,117,265 |
| Title II - Fed Cash Mgmt System | $ - | $ - | $ - | $ - | $ - | $ 110,927 | $ - | $ - | $ 110,927 | $ - | $ - | $ 110,927 | $ 332,780 |
| Title III - Fed Cash Mgmt System | $ - | $ - | $ - | $ - | $ - | $ 178,278 | $ - | $ - | $ 178,278 | $ - | $ - | $ 178,278 | $ 534,834 |
| Other Federal | $ - | $ - | $ 176 | $ 27,025 | $ 63,518 | $ - | $ 369,182 | $ 109,161 | $ 25,391 | $ 63,861 | $ 47,348 | $ 172,540 | $ 878,202 |
| Other Federal (One-Time Funding) | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - |
| One-Time Funding ESSER II (*Obligate by 9/30/2023*) | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - |
| One-Time Funding ESSER III (*Obligate by 9/30/2024*) | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - |
| One-Time Funding ELO Grant (Obligate by *) | $ - | $ - | $ - | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - |
| **TOTAL FEDERAL REVENUE** | $ - | $ - | $ 176 | $ 27,025 | $ 63,518 | $ 994,960 | $ 369,182 | $ 109,161 | $ 1,020,351 | $ 63,861 | $ 47,348 | $ 1,167,500 | $ 3,863,081 |
| **OTHER STATE REVENUE** | | | | | | | | | | | | | |
| PA Sp. Ed. (SELPA Administrator & Infant) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| PA Recomputations CY & PY | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Mandate Block | $ - | $ - | $ - | $ - | $ 146,282 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 146,282 |
| Lottery | $ - | $ - | $ - | $ - | $ - | $ - | $ 242,553 | $ - | $ - | $ 242,553 | $ - | $ 242,553 | $ 727,658 |
| PA Expanded Learning Opportunities Program (TK/K-6) | $ 346,906 | $ 346,906 | $ 624,431 | $ 624,431 | $ 624,431 | $ 624,431 | $ 624,431 | $ 624,431 | $ 624,431 | $ 624,431 | $ 624,431 | $ 186,309 | $ 6,500,000 |
| PA SpEd Early Intervention Preschool Grant | $ 15,415 | $ 15,415 | $ 27,746 | $ 27,746 | $ 27,746 | $ 27,746 | $ 27,746 | $ 27,746 | $ 27,746 | $ 27,746 | $ 27,746 | $ (280,544) | $ - |
| STRS On-Behalf - Revenue | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 3,000,000 | $ 3,000,000 |
| Other State | $ 15,653 | $ 15,653 | $ 28,175 | $ 28,175 | $ - | $ - | $ 340,875 | $ - | $ - | $ 93,981 | $ - | $ 250,258 | $ 772,769 |
| Other State (One-Time Funding) | $ - | $ - | $ - | $ - | | | | | | | | | $ - |
| **TOTAL OTHER STATE REVENUE** | $ 377,974 | $ 377,974 | $ 680,352 | $ 680,352 | $ 798,459 | $ 652,177 | $ 1,235,604 | $ 652,177 | $ 652,177 | $ 988,711 | $ 652,177 | $ 3,398,575 | $ 11,146,709 |
| **OTHER LOCAL REVENUE** | | | | | | | | | | | | | |
| PA Special Education - Pass Through | $ 146,509 | $ 146,501 | $ 263,709 | $ 263,709 | $ 263,709 | $ 263,709 | $ 263,709 | $ 263,709 | $ 263,709 | $ 263,709 | $ 263,709 | $ 167,828 | $ 2,834,219 |
| Other Local | $ 32,292 | $ 19,779 | $ 44,061 | $ 68,260 | $ 54,730 | $ 3,905 | $ 81,055 | $ 8,228 | $ 6,656 | $ 10,470 | $ 95,580 | $ 134,148 | $ 559,163 |
| **TOTAL OTHER LOCAL REVENUE** | $ 178,801 | $ 166,280 | $ 307,770 | $ 331,969 | $ 318,439 | $ 267,614 | $ 344,764 | $ 271,937 | $ 270,365 | $ 274,179 | $ 359,289 | $ 301,976 | $ 3,393,382 |
| **OTHER FINANCING SOURCES** | | | | | | | | | | | | | |
| Transfers In & Other Sources | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (0) | $ - | $ - | $ - | $ - | $ (0) |
| **TOTAL OTHER FINANCING SOURCES** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (0) | $ - | $ - | $ - | $ - | $ (0) |
| **TOTAL REVENUE** | $ 2,058,455 | $ 2,430,089 | $ 3,819,963 | $ 3,868,805 | $ 4,913,643 | $ 14,646,380 | $ 10,031,814 | $ 4,265,058 | $ 5,440,282 | $ 11,853,230 | $ 7,117,998 | $ 5,494,318 | $ 75,940,036 |
| **SALARIES & BENEFITS** | | | | | | | | | | | | | |
| Certificated | $ 2,137,615 | $ 2,254,084 | $ 2,368,486 | $ 2,430,220 | $ 2,321,560 | $ 2,285,773 | $ 2,392,933 | $ 2,310,510 | $ 2,406,207 | $ 2,837,112 | $ 2,727,431 | $ 3,040,219 | $ 29,512,150 |
| Classified | $ 1,013,037 | $ 1,008,640 | $ 1,042,666 | $ 1,117,488 | $ 1,024,261 | $ 979,226 | $ 1,032,149 | $ 989,227 | $ 997,110 | $ 980,135 | $ 1,039,405 | $ 1,317,955 | $ 12,541,300 |
| Benefits | $ 1,190,148 | $ 1,270,071 | $ 1,346,564 | $ 1,304,168 | $ 1,863,478 | $ 1,262,695 | $ 1,351,421 | $ 1,265,011 | $ 1,295,517 | $ 1,377,305 | $ 1,327,714 | $ 1,353,745 | $ 16,207,839 |
| STRS On-Behalf - Expense | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 3,000,000 | $ 3,000,000 |
| Salaries & Benefits (One-Time Funding) | $ - | $ - | $ - | $ - | | | | | | | | | $ - |
| **TOTAL SALARIES & BENEFITS** | $ 4,340,800 | $ 4,532,795 | $ 4,757,717 | $ 4,851,876 | $ 5,209,300 | $ 4,527,694 | $ 4,776,503 | $ 4,564,749 | $ 4,698,834 | $ 5,194,553 | $ 5,094,550 | $ 8,711,920 | $ 61,261,289 |
| **OTHER EXPENDITURES** | | | | | | | | | | | | | |
| Supplies | $ 74,291 | $ 773,378 | $ 399,425 | $ 304,321 | $ 625,547 | $ 439,009 | $ 345,365 | $ 557,596 | $ 710,492 | $ 975,337 | $ 1,162,715 | $ 2,401,278 | $ 8,768,753 |
| Utilities | $ 33,756 | $ 126,719 | $ 228,046 | $ 184,561 | $ 108,286 | $ 85,769 | $ 182,257 | $ 114,212 | $ 110,594 | $ 80,448 | $ 141,990 | $ 167,665 | $ 1,564,300 |
| Other Services (Excl. Utilities) | $ 2,153,865 | $ 480,702 | $ 1,042,890 | $ 864,180 | $ 1,323,104 | $ 2,216,505 | $ 2,218,070 | $ 1,854,867 | $ 1,890,966 | $ 1,695,829 | $ 2,808,333 | $ 2,307,343 | $ 20,856,651 |
| Capital | $ - | $ 176,434 | $ - | $ 37,004 | $ 71,387 | $ 12,064 | $ 316,746 | $ 2,977 | $ 22,628 | $ 35,511 | $ 522,829 | $ 254,022 | $ 1,451,602 |
| Pass Through Revenues | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Transfers Out, Other Uses & Outgo | $ 5,730 | $ 5,730 | $ 10,314 | $ 10,314 | $ (109) | $ 205 | $ 724 | $ 384 | $ 481 | $ 481 | $ 481 | $ 169 | $ 34,904 |
| Other Expenditures (One-Time Funding) | $ - | $ - | $ - | $ - | | | | | | | | | $ - |
| **TOTAL OTHER EXPENDITURES** | $ 2,267,641 | $ 1,562,963 | $ 1,680,676 | $ 1,400,380 | $ 2,128,215 | $ 2,753,551 | $ 3,063,161 | $ 2,530,035 | $ 2,735,160 | $ 2,787,605 | $ 4,636,347 | $ 5,130,477 | $ 32,676,211 |
| **TOTAL EXPENDITURES** | $ 6,608,442 | $ 6,095,758 | $ 6,438,392 | $ 6,252,255 | $ 7,337,515 | $ 7,281,245 | $ 7,839,664 | $ 7,094,784 | $ 7,433,994 | $ 7,982,158 | $ 9,730,897 | $ 13,842,397 | $ 93,937,500 |

13.5

# SAN YSIDRO ELEMENTARY

## 2023-24 CASHFLOW

| ACTUALS TO MONTH OF: | LEAID | BUSINESS UNIT | BUSINESS ADVISOR |
|---|---|---|---|
| OCTOBER | 68379 | 03300 | N. Schuff |

District's authorizing signature

| | Beginning Bal | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | TOTAL July - June 30th |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **BEGINNING BALANCE:** | | $ 25,963,819 | $ 21,061,731 | $ 17,082,150 | $ 16,651,941 | $ 14,863,017 | $ 12,439,146 | $ 19,804,280 | $ 21,996,431 | $ 19,166,704 | $ 17,172,993 | $ 21,044,064 | $ 18,431,166 | |
| **ASSETS** | *Beginning Bal* | | | | | | | | | | | | | *Ending Balance* |
| Other Cash Equivalents | $ 595,319 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 595,319 |
| Receivables | $ (8,119,032) | $ - | $ - | $ 4,783 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (8,114,249) |
| Temporary Loans / Due From | $ (1,908,167) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (1,908,167) |
| Other Assets | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **TOTAL ASSETS (excluding cash 9110)** | $ (9,431,879) | $ - | $ - | $ 4,783 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (9,427,096) |
| **CURRENT LIABILITIES** | *Beginning Bal* | | | | | | | | | | | | | *Ending Balance* |
| Payables | $ 3,495,597 | $ (678,219) | $ (143,462) | $ 274,925 | $ (279,620) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 2,669,221 |
| Unearned Revenue | $ 2,653,807 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 2,653,807 |
| **TOTAL CURRENT LIABILITIES** | $ 6,149,404 | $ (678,219) | $ (143,462) | $ 274,925 | $ (279,620) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 5,323,028 |
| **OTHER ACTIVITY** | *Beginning Bal* | | | | | | | | | | | | | *Ending Balance* |
| Audit Adjustments | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Other Restatements | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Expense Suspense | | $ (141,488) | $ (408,762) | $ (229,322) | $ (157,302) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (936,874) |
| Revenue Suspense | | $ 485,508 | $ 128,081 | $ 2,040,746 | $ 903,720 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 3,558,055 |
| Payroll Suspense | | $ (17,904) | $ 110,232 | $ 97,087 | $ 127,729 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 317,144 |
| Treasury Reconciling Items | | | | | | | | | | | | | | $ - |
| **TOTAL OTHER ACTIVITY** | | $ 326,117 | $ (170,450) | $ 1,908,511 | $ 874,147 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 2,938,325 |
| **ENDING BALANCE SUBTOTAL Prior to Borrowing** | | $ 20,590,830 | $ 16,611,250 | $ 16,181,040 | $ 14,392,117 | $ 11,968,245 | $ 19,333,380 | $ 21,525,530 | $ 18,695,804 | $ 16,702,092 | $ 20,573,164 | $ 17,960,266 | $ 9,612,187 | $ 6,329,712 |
| **BORROWING ACTIVITY** | *Beginning Bal* | | | | | | | | | | | | | *Ending Balance* |
| TRAN / TTF Principal Amounts | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| TRAN / TTF Premium | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| TRAN / TTF Issuance Cost & Interest | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| TRAN / TTF Repayment | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Temporary Loans / Due To | $ 470,900 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (470,900) | $ - |
| Other Liabilities (Excluding TRANs) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **TOTAL BORROWING ACTIVITY** | $ 470,900 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ (470,900) | $ - |
| **TOTAL BEGINNING BALANCES (Excluding 9110) Prior Year Transactions** | $ (2,811,575) | | | | | | | | | | | | | $ (2,811,575) |
| **ENDING CASH BALANCE 9110** | | $ 21,061,731 | $ 17,082,150 | $ 16,651,941 | $ 14,863,017 | $ 12,439,146 | $ 19,804,280 | $ 21,996,431 | $ 19,166,704 | $ 17,172,993 | $ 21,044,064 | $ 18,431,166 | $ 9,612,187 | $ 9,612,187 |

# SAN YSIDRO ELEMENTARY

## 2024-25 CASHFLOW

| ACTUALS END BAL TO MONTH OF: | LEAID | BUSINESS UNIT | BUSINESS ADVISOR |
|---|---|---|---|
| OCTOBER 2023-24 | 68379 | 03300 | N. Schuff |

District's authorizing signature

| | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | TOTAL July - June 30th |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | NEGATIVE END BAL - see detail below | | | | | | | |
| CHART BEGINNING BALANCE: | $ 9,612,187 | $ 2,692,438 | $ (2,778,103) | $ (4,959,819) | $ (8,079,457) | $ (9,202,503) | $ (186,695) | $ 3,205,002 | $ 1,300,467 | $ (200,838) | $ 4,697,458 | $ 4,342,415 | |
| **LCFF SOURCES** | | | | | | | | | | | | | |
| LCFF | $ 1,136,017 | $ 1,136,017 | $ 2,044,830 | $ 2,044,830 | $ 2,044,830 | $ 2,044,830 | $ 2,044,830 | $ 2,044,830 | $ 2,044,830 | $ 2,044,830 | $ 2,044,830 | $ 2,044,830 | **$ 22,720,336** |
| Property Taxes | $ 109,955 | $ 625,170 | $ 97,388 | $ 433,535 | $ 1,228,349 | $ 10,078,115 | $ 4,794,016 | $ 785,389 | $ 785,389 | $ 8,080,085 | $ 3,612,791 | $ 785,389 | **$ 31,415,572** |
| EPA | $ - | $ - | $ 196,536 | $ - | $ - | $ 196,536 | $ - | $ - | $ 196,536 | $ - | $ - | $ 196,536 | **$ 786,144** |
| RDA Residual Balance & CRD | $ - | $ - | $ - | $ - | $ - | $ - | $ 841,854 | $ - | $ - | $ - | $ - | $ 841,854 | **$ 1,683,708** |
| Charter In Lieu Taxes | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| Special Education - Prop Tax Transfer | $ - | $ - | $ - | $ - | $ 58,485 | $ - | $ - | $ - | $ 58,485 | $ - | $ - | $ 116,970 | **$ 233,940** |
| Other Revenue Sources | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| **TOTAL LCFF SOURCES** | **$ 1,245,971** | **$ 1,761,187** | **$ 2,338,755** | **$ 2,478,365** | **$ 3,331,664** | **$ 12,319,482** | **$ 7,680,701** | **$ 2,830,220** | **$ 3,085,241** | **$ 10,124,915** | **$ 5,657,621** | **$ 3,985,580** | **$ 56,839,700** |
| **FEDERAL REVENUE** | | | | | | | | | | | | | |
| Impact Aid | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| Special Education | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| Federal Pass Through | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| Title I - Fed Cash Mgmt System | $ - | $ - | $ 312,220 | $ - | $ - | $ 312,220 | $ - | $ - | $ 312,220 | $ - | $ - | $ 312,220 | **$ 1,248,880** |
| Title II - Fed Cash Mgmt System | $ - | $ - | $ 37,536 | $ - | $ - | $ 37,536 | $ - | $ - | $ 37,536 | $ - | $ - | $ 37,536 | **$ 150,143** |
| Title III - Fed Cash Mgmt System | $ - | $ - | $ 77,695 | $ - | $ - | $ 77,695 | $ - | $ - | $ 77,695 | $ - | $ - | $ 77,695 | **$ 310,780** |
| Other Federal | $ - | $ - | $ - | $ 90,638 | $ 24,531 | $ - | $ 142,582 | $ 42,159 | $ 9,806 | $ 24,664 | $ 18,286 | $ 66,637 | **$ 419,303** |
| Other Federal (One-Time Funding) | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - | $ - | | **$ -** |
| One-Time Funding ESSER II *(Obligate by 9/30/2023)* | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - | $ - | | **$ -** |
| One-Time Funding ESSER III *(Obligate by 9/30/2024)* | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - | $ - | | **$ -** |
| One-Time Funding ELO Grant (Obligate by *) | $ - | $ - | | $ - | $ - | | $ - | $ - | | $ - | $ - | | **$ -** |
| **TOTAL FEDERAL REVENUE** | **$ -** | **$ -** | **$ 427,451** | **$ 90,638** | **$ 24,531** | **$ 427,451** | **$ 142,582** | **$ 42,159** | **$ 437,257** | **$ 24,664** | **$ 18,286** | **$ 494,088** | **$ 2,129,106** |
| **OTHER STATE REVENUE** | | | | | | | | | | | | | |
| PA Sp. Ed. (SELPA Administrator & Infant) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| PA Recomputations CY & PY | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| Mandate Block | $ - | $ - | $ - | $ - | $ 149,391 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ 149,391** |
| Lottery | $ - | $ - | $ - | $ - | $ - | $ - | $ 242,553 | $ - | $ - | $ 242,553 | $ - | $ 242,553 | **$ 727,658** |
| 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 | **$ 6,500,000** |
| PA SpEd Early Intervention Preschool Grant | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| STRS On-Behalf - Revenue | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 3,000,000 | **$ 3,000,000** |
| Other State | $ - | $ - | $ - | $ 39,066 | $ - | $ - | $ 319,240 | $ - | $ - | $ 88,016 | $ - | $ 277,401 | **$ 723,722** |
| Other State (One-Time Funding) | | | | | | | | | | | | | **$ -** |
| **TOTAL OTHER STATE REVENUE** | **$ 325,000** | **$ 325,000** | **$ 585,000** | **$ 624,066** | **$ 734,391** | **$ 585,000** | **$ 1,146,792** | **$ 585,000** | **$ 585,000** | **$ 915,569** | **$ 585,000** | **$ 4,104,953** | **$ 11,100,771** |
| **OTHER LOCAL REVENUE** | | | | | | | | | | | | | |
| 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 | **$ 2,834,219** |
| Other Local | $ 516 | $ 664 | $ - | $ 50,317 | $ 34,756 | $ 2,480 | $ 51,473 | $ 5,225 | $ 4,227 | $ 6,649 | $ 60,697 | $ 85,190 | **$ 302,193** |
| **TOTAL OTHER LOCAL REVENUE** | **$ 142,227** | **$ 142,375** | **$ 255,080** | **$ 305,396** | **$ 289,835** | **$ 257,559** | **$ 306,553** | **$ 260,305** | **$ 259,306** | **$ 261,729** | **$ 315,777** | **$ 340,270** | **$ 3,136,412** |
| **OTHER FINANCING SOURCES** | | | | | | | | | | | | | |
| Transfers In & Other Sources | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| **TOTAL OTHER FINANCING SOURCES** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **TOTAL REVENUE** | **$ 1,713,198** | **$ 2,228,562** | **$ 3,606,285** | **$ 3,498,465** | **$ 4,380,422** | **$ 13,589,492** | **$ 9,276,628** | **$ 3,717,683** | **$ 4,366,804** | **$ 11,326,877** | **$ 6,576,684** | **$ 8,924,890** | **$ 73,205,989** |
| **SALARIES & BENEFITS** | | | | | | | | | | | | | |
| Certificated | $ 1,953,804 | $ 2,069,110 | $ 2,205,353 | $ 2,320,861 | $ 2,224,073 | $ 2,189,788 | $ 2,292,448 | $ 2,213,487 | $ 2,305,165 | $ 2,717,975 | $ 2,612,900 | $ 2,912,553 | **$ 28,017,516** |
| Classified | $ 965,618 | $ 973,107 | $ 984,717 | $ 1,134,276 | $ 986,870 | $ 943,479 | $ 994,470 | $ 953,115 | $ 960,710 | $ 944,355 | $ 1,001,461 | $ 1,269,843 | **$ 12,112,021** |
| Benefits | $ 1,195,723 | $ 1,239,412 | $ 1,256,053 | $ 1,348,026 | $ 1,261,500 | $ 1,268,446 | $ 1,357,577 | $ 1,270,774 | $ 1,301,418 | $ 1,383,579 | $ 1,333,761 | $ 1,359,911 | **$ 15,576,182** |
| STRS On-Behalf - Expense | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 3,000,000 | **$ 3,000,000** |
| Salaries & Benefits (One-Time Funding) | | | | | | | | | | | | | **$ -** |
| **TOTAL SALARIES & BENEFITS** | **$ 4,115,145** | **$ 4,281,629** | **$ 4,446,123** | **$ 4,803,163** | **$ 4,472,443** | **$ 4,401,714** | **$ 4,644,495** | **$ 4,437,375** | **$ 4,567,293** | **$ 5,045,909** | **$ 4,948,123** | **$ 8,542,308** | **$ 58,705,720** |
| **OTHER EXPENDITURES** | | | | | | | | | | | | | |
| Supplies | $ 105,156 | $ 481,078 | $ 837,118 | $ 788,110 | $ 435,362 | $ 305,537 | $ 240,364 | $ 388,070 | $ 494,481 | $ 678,805 | $ 809,214 | $ 1,671,217 | **$ 7,234,512** |
| Utilities | $ - | $ 77,911 | $ 158,939 | $ 246,734 | $ 111,567 | $ 88,367 | $ 187,779 | $ 117,672 | $ 113,945 | $ 82,886 | $ 146,292 | $ 172,745 | **$ 1,504,838** |
| Other Services (Excl. Utilities) | $ 1,412,536 | $ 458,376 | $ 436,033 | $ 776,412 | $ 484,186 | $ 811,123 | $ 811,696 | $ 678,783 | $ 691,993 | $ 620,584 | $ 1,027,701 | $ 844,365 | **$ 9,053,789** |
| Capital | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |
| Pass Through Revenues | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ -** |

## SAN YSIDRO ELEMENTARY

## 2024-25 CASHFLOW

| ACTUALS END BAL TO MONTH OF: | LEAID | BUSINESS UNIT | BUSINESS ADVISOR |
|---|---|---|---|
| OCTOBER 2023-24 | 68379 | 03300 | N. Schuff |

District's authorizing signature

*NEGATIVE END BAL - see detail below*

| | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | TOTAL July - June 30th |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CHART BEGINNING BALANCE: | $ 9,612,187 | $ 2,692,438 | $ (2,778,103) | $ (4,959,819) | $ (8,079,457) | $ (9,202,503) | $ (186,695) | $ 3,205,002 | $ 1,300,467 | $ (200,838) | $ 4,697,458 | $ 4,342,415 | |
| Transfers Out, Other Uses & Outgo | $ 109 | $ 109 | $ 522 | $ 3,684 | $ (90) | $ 169 | $ 598 | $ 317 | $ 397 | $ 397 | $ 397 | $ 140 | $ 6,750 |
| Other Expenditures (One-Time Funding) | | | | | | | | | | | | | $ - |
| TOTAL OTHER EXPENDITURES | $ 1,517,802 | $ 1,017,474 | $ 1,432,613 | $ 1,814,939 | $ 1,031,025 | $ 1,205,197 | $ 1,240,436 | $ 1,184,842 | $ 1,300,816 | $ 1,382,671 | $ 1,983,605 | $ 2,688,467 | $ 17,799,889 |
| TOTAL EXPENDITURES | $ 5,632,947 | $ 5,299,103 | $ 5,878,736 | $ 6,618,103 | $ 5,503,468 | $ 5,606,911 | $ 5,884,931 | $ 5,622,218 | $ 5,868,109 | $ 6,428,581 | $ 6,931,727 | $ 11,230,775 | $ 76,505,609 |

## SAN YSIDRO ELEMENTARY

## 2024-25 CASHFLOW

| ACTUALS END BAL TO MONTH OF: | LEAID | BUSINESS UNIT | BUSINESS ADVISOR |
|---|---|---|---|
| OCTOBER 2023-24 | 68379 | 03300 | N. Schuff |

District's authorizing signature

| | | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | TOTAL July - June 30th |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | NEGATIVE END BAL - see detail below | | | | | | | |
| CHART BEGINNING BALANCE: | | $ 9,612,187 | $ 2,692,438 | $ (2,778,103) | $ (4,959,819) | $ (8,079,457) | $ (9,202,503) | $ (186,695) | $ 3,205,002 | $ 1,300,467 | $ (200,838) | $ 4,697,458 | $ 4,342,415 | |
| **ASSETS** | *Beginning Bal* | | | | | | | | | | | | | *Ending Balance* |
| Other Cash Equivalents | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Receivables | $ (1,723,962) | $ 0 | $ - | $ 690,735 | $ - | $ - | $ 1,033,227 | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Temporary Loans / Due From | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Other Assets | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **TOTAL ASSETS (excluding cash 9110)** | ###### ###### | $ 0 | $ - | $ 690,735 | $ - | $ - | $ 1,033,227 | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **CURRENT LIABILITIES** | *Beginning Bal* | | | | | | | | | | | | | *Ending Balance* |
| Payables | $ 6,000,000 | $ (3,000,000) | $ (2,400,000) | $ (600,000) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Unearned Revenue | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **TOTAL CURRENT LIABILITIES** | $ 6,000,000 | $ (3,000,000) | $ (2,400,000) | $ (600,000) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **OTHER ACTIVITY** | *Beginning Bal* | | | | | | | | | | | | | *Ending Balance* |
| Audit Adjustments | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Other Restatements | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Expense Suspense | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Revenue Suspense | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Payroll Suspense | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Treasury Reconciling Items | | | | | | | | | | | | | | $ - |
| **TOTAL OTHER ACTIVITY** | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **ENDING BALANCE SUBTOTAL Prior to Borrowing** | | $ 2,692,438 | $ (2,778,103) | $ (4,959,819) | $ (8,079,457) | $ (9,202,503) | $ (186,695) | $ 3,205,002 | $ 1,300,467 | $ (200,838) | $ 4,697,458 | $ 4,342,415 | $ 2,036,530 | $ 6,312,568 |
| **BORROWING ACTIVITY** | *Beginning Bal* | | | | | | | | | | | | | *Ending Balance* |
| TRAN / TTF Principal Amounts | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| TRAN / TTF Premium | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| TRAN / TTF Issuance Cost & Interest | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| TRAN / TTF Repayment | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Temporary Loans / Due To | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Other Liabilities (Excluding TRANs) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **TOTAL BORROWING ACTIVITY** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **TOTAL BEGINNING BALANCES (Excluding 9110) Prior Year Transactions** | $ 4,276,038 | | | | | | | | | | | | | $ 4,276,038 |
| **ENDING CASH BALANCE 9110** | | $ 2,692,438 | $ (2,778,103) | $ (4,959,819) | $ (8,079,457) | $ (9,202,503) | $ (186,695) | $ 3,205,002 | $ 1,300,467 | $ (200,838) | $ 4,697,458 | $ 4,342,415 | $ 2,036,530 | $ 2,036,530 |

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** SCHOOL BOND TRANSPARENCY REPORT 2023

**BACKGROUND INFORMATION:**
Schools should be as transparent as possible with their bond program information and how they are allocating funds, so the purpose of this report is to evaluate whether San Diego schools with active bond programs are meeting the standards of transparency.

Each district was graded on a 27 point rubric, which can be found at the end of the attached report card. There have been no changes to this rubric in the last year. Twenty-six (26) districts with bond programs were graded and only six (6) received an "A+" grade.

It is with great pleasure that we report that the San Ysidro School District was one of the six districts that received an "A+" on the 2023 School Bond Transparency Report.

## RECOMMENDATION:
Information only.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

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

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

SAN DIEGO COUNTY TAXPAYERS ASSOCIATION

# School Bond Transparency in San Diego County

**November 2023**

## OVERVIEW AND INTENT

Since its establishment in 1945, the San Diego County Taxpayers Association has been a nonpartisan association of individuals, businesses, and organizations who promote effective and efficient government on behalf of all San Diego County taxpayers. One of the ways SDCTA has worked to accomplish this longtime goal has been through conducting research and delivering opinions on issues relevant to taxpayers, including the transparency of public institutions that are funded by taxpayer dollars. Taxpayers should be able to easily determine whether school district officials have carried out their promises to effectively use funds to construct new buildings and upgrade facilities.

Schools should be as transparent as possible with their bond program information and how they are allocating funds, so the purpose of this report is to evaluate whether San Diego schools with active bond programs are meeting the standards of transparency. This report is the most recent update of the San Diego Taxpayers Educational Foundation's (SDTEF) 2007 study, which created SDCTA's "Oversight Committee Best Practices," last amended in May 2019, to appraise the transparency of schools' Independent Citizen Oversight Committees (ICOCs). **It should be noted that the scope of this study evaluates only the transparency and not the quality of bond programs, measuring the public existence of information needed for taxpayers to assess the overall performance of school bond programs.** We do not evaluate the accountability of schools' bond programs, and whether they are honestly listing their spending. We can only evaluate the extent to which they make their bond materials publicly available. The Transparency Report Card does not comment on the quality of material available or ease of access. Our recommendations at the end of this report, however, suggest how to improve these aspects of a district's bond program.

2508 Historic Decatur Road #220, San Diego, CA 92106
sdcta.org

Like last year, SDCTA continued to involve the taxpayer representatives from each district's ICOC in the review of transparency. Doing so further empowered our representatives on these ICOCs and created opportunities for them to assess their respective districts. Having these specific ICOC members, a group of dedicated individuals who are well-immersed and experienced in the topic of school bond transparency, contribute to the information collection and grading process only enhances the integrity of the report card.

As for the grades, there was an upward trend of scores compared to last year. Of the 26 districts evaluated, the average transparency grade was 86%, a 4 point increase from last year's 82%. However, this number has been skewed by the lowest two grades. After removing the bottom two, the average for the remaining 24 is 90%.

## FINDINGS

**CLICK HERE TO VIEW COMPLETED SCORECARD**

Each district was graded on a 27 point rubric, which can be found at the end of this report card. There have been no changes to this rubric in the last year. Below are the grades of each district for the 2023 School Bond Transparency Report Card:

F Borrego Springs Unified School District
A- Cajon Valley Union School District
B+ Carlsbad Union School District
A+ Chula Vista Elementary School District
A- Del Mar Union School District
B Escondido Union School District
C+ Fallbrook Union High School District
A+ Grossmont Union High School District
A+ Grossmont-Cuyamaca Community College District
A La Mesa-Spring Valley School District
A Lakeside Union School District
D Lemon Grove School District
A+ MiraCosta Community College District
F Mountain Empire Unified School District

A- Oceanside Unified School District
B+ Palomar Community College District
B+ Solana Beach School District
B South Bay Union School District
A- San Diego Community College District
A San Dieguito Union High School District
A+ San Diego Unified School District
B Santee School District
D Sweetwater Union High School District
A- Southwestern Community College District
A+ San Ysidro School District
A- Vista Unified School District

SDCTA frequently communicates with school districts about their ICOC websites, pointing out missing information and reminding them to update their pages. Upon completion of the grading, SDCTA sent each district a copy of the rubric containing their grade to offer them the opportunity to provide any justification or possible correction to a markdown. Districts were given one week to respond before grades were finalized. The purpose of granting this opportunity was to ensure that the grades SDCTA releases are truly accurate to each district's transparency. However, points were not awarded back to changes made by the district only after SDCTA contacted them. Doing so would have gone against the overall spirit of the report card, which is to assess a district's transparency over the course of the year, not just the week before it is released. The SDCTA values day-to-day business practices that reflect an authentic intent to be transparent with the taxpaying public, and so last minute changes by districts did not result in regrading.

## RECOMMENDATIONS

**Recommendation #1 for School Districts: Review SDCTA Standards on Performance Audits and pass a resolution requiring specific elements of oversight during the performance auditing process.**

A performance audit's aim should not be to evaluate financial compliance with law. Instead, a performance audit should aim to increase accountability in the actual construction process.

The two criteria below contain the details of what SDCTA is looking for from districts in relation to their performance audits.

**(1) Performance Audits meet SDCTA Standards:** Performance audits are in line with SDCTA's Oversight Committee Best Practices requirements (see highlighted text starting on page four of document).

The performance audit scope should align with the construction progress to measure the effectiveness of the bond program. In order to assist the oversight committee, SDCTA proposes the scope of work for the Performance Audit must include a review of at least the following:

- Current Bond Program Management Program/Plan
- Construction Project Delivery Methods and Performance Analysis
- Review of Project Budgets and Program Performance and Forecasting
- Evaluation of Overall Transparency of Bond Program

**(2) Did the district pass a resolution on Performance Audits?** Did the oversight committee pass a resolution requiring the following elements of the Performance and/or the Financial Audit:

- That the District conduct a Performance Audit that considers the appropriate scope and ways to improve Program effectiveness and efficiency;
- That a member of the oversight committee is involved in the auditor selection process and in the development of the audit's scope of work; and
- That the oversight committee review the Performance and Financial Audits before they are presented to the Board.

**Recommendation #2 for School Districts: Practice transparency when disclosing which projects are being funded**

Taxpayers deserve to know what projects their money is being spent on. It is vital that school districts not only list and describe on their websites which projects they are funding, but that they itemize their expenditures by project site. We observed that many school districts highlight a few projects on their website but do not provide an exhaustive list. The projects highlighted are generally on or ahead of schedule. School districts should be transparent about which projects are included in their bonds, the expenditures on those projects, and the progress of the projects.

**Recommendation #3 for School Districts: Adjust oversight committees' websites for easier navigation and useability.**

Simply including all of the recommended information such as financial audits and meeting minutes does not guarantee transparency. Instead, an ideal ICOC website would organize these files by type and date in separate links, so that any interested party could easily find the information available. All files are important, but they are often not easy to differentiate between, especially when uploaded with a nondescript file name. Additionally, reducing the amount of clicks it takes to reach any given page or document on the ICOC website is strongly recommended.

## RUBRIC/LIST OF CRITERIA

### School Bond Transparency Rubric for the 2022 Report Card

| On the District's ICOC Website | |
|---|---|
| **1. Committee Bylaws** | A link to the committee bylaws is available on the ICOC website. |
| **2. Member Information** | A list of the names of all ICOC members is available on the ICOC website. |
| **3. Meeting Agendas and Minutes** | Links to the most up-to-date meeting minutes and agendas are available on the ICOC websites. |
| **4. Additional Meeting Materials** | Links to attachments, appendices, presentations, and other additional materials for every ICOC meeting are available on the ICOC website. |
| **5. Annual Reports** | A link to the Annual Reports is available on the ICOC website. |
| **6. Performance Audits** | A link to separate Performance Audits is available on the ICOC website, or under a separate heading within the Financial Audits. |
| **7. Financial Audits** | A link to the Financial Audit is available on the ICOC website. |

| | |
|---|---|
| **8. Project List** | All projects currently being funded by the bond are listed on the ICOC website. |
| **9. Project Descriptions** | A brief written description of each project can be found on the ICOC website. |
| **10. Project Progress** | The current status and plan of action for each project can be found on the ICOC website. |
| **11. Bond Background** | A brief description of the bond, for what it is intended, when it was passed, and its amount can be found on the ICOC website. |
| **12. Contact Information** | The school district phone number and an email address of the ICOC point of contact is listed on the ICOC website. |
| **13. Vacancies listed** | Any committee vacancies, expected vacancies, or lack of vacancies are listed on the ICOC website. |
| **14. Number of Vacancies** | The number of current ICOC committee vacancies is listed on the ICOC website. While this is not a scored criterion, SDCTA recommends having no vacancies when possible. |
| **15. 2021 Annual Report Available** | The 2021 Annual Report is available on the ICOC website. |
| **16. 2021 Audit Available** | The 2021 Audit is available on the ICOC website. |

| **On the 2021 Annual Report and/or Audits** | |
|---|---|
| **17. Budget Overview** | A breakdown of how the budget was allocated for the past year is found in the annual report or audit. |
| **18. Program Status Updates** | An explanation of the current status of the bond program is found in the annual report or audit. |
| **19. Detailed Discussion of Projects** | A detailed discussion about what was accomplished in the past year and future plans for bond projects are found in the annual report |
| **20. Basic Financial Information** | Basic financial information can be found in the audit in accordance with general auditing standards. |
| **21. Expenditures Itemized by Project/Site** | All expenditures are itemized by project within the Financial Audit. |

| | |
|---|---|
| **22. Prop 39 Required Audit Findings** | Audits fulfill the requirements set forth by Proposition 39. |
| **23. Additional Recommendations** | There is a separate heading within the Audit called "Additional Recommendations," or a clear list of recommendations by the Auditor is easily found within the Audit. |
| **24. Detailed ICOC Member Information** | Section includes member names and positions, as well as contact information for at least one member. |
| **25. Project Progress Report** | The current status of all projects, further work that needs to be completed, and a general timeline for expected completion can be found in the annual report or audit. |
| **26. Audits Performed by Third Party** | Audits are performed by an independent auditor in accordance with the law. |
| **27. Performance Audits meet SDCTA Standards** | Performance audits are in line with SDCTA's recommendations found on the Oversight Committee Best Practices document (starts on page 4, text highlighted in yellow). |
| **28. Did the District pass a resolution on Performance Audits?** | Did the District pass a resolution requiring the following elements of the Performance and/or the Financial Audit:<br><br>**(A)** That the District conduct a Performance Audit that considers the appropriate scope and ways to improve Program effectiveness and efficiency;<br><br>**(B)** That a member of the oversight committee is involved in the auditor selection process and in the development of the audit's scope of work; and<br><br>**(C)** That the oversight committee reviews the Performance and Financial Audits before they are presented to the Board? |

Final score is out of 27 (#14 is unscored)

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Marilyn Adrianzen, Chief Business Official and Jose Iniguez, Ed.D., Assistant Superintendent, Administrative Support, School Support and Safety

☐ Informational
☒ Action

**AGENDA ITEM:** FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 3000 SERIES

**BACKGROUND INFORMATION:**
The San Ysidro School District has 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):

- Administrative Regulation 3311 - Bids
- Administrative Regulation 3311.3 – Design-Build Contracts
- Board Policy 3312 - Contracts
- Board Policy 3460 – Financial Reports and Accountability
- Board Policy 3551 – Food Service Operations/Cafeteria Fund
- Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund.

**RECOMMENDATION:**
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 3000 series: Administrative Regulation 3311 - Bids, Administrative Regulation 3311.3 – Design-Build Contracts, Board Policy 3312 - Contracts, Board Policy 3460 – Financial Reports and Accountability, Board Policy 3551 – Food Service Operations/Cafeteria Fund and Administrative Regulation 3551 – Food Service Operations/Cafeteria Fund.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

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

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

**Regulation 3311: Bids**

**Status:** ADOPTED

**Original Adopted Date:** 10/01/2015 | **Last Revised Date:** ~~12~~09/01/~~2016~~2023 | **Last Reviewed Date:** ~~12~~09/01/~~2016~~2023

CSBA NOTE: Pursuant to Government Code 54202, districts are **mandated** to establish bidding procedures governing the purchase of equipment and supplies. The following administrative regulation reflects the competitive bidding procedures applicable to these purchases, as well as contracts for certain services, public works projects, and repairs and maintenance, when the contract exceeds the amount specified in law.

An alternative procedure for public works projects is provided pursuant to the Uniform Public Construction Cost Accounting Act (UPCCAA) (Public Contract Code 22000-22045), ~~as amended by AB 2249 (Ch. 169, Statutes of 2018),~~ which allows public projects of $60,000 or less to be performed by district employees and public projects of $200,000 or less to be awarded through an informal bidding process. See BP/AR 3311.1 - Uniform Public Construction Cost Accounting Procedures. Districts that have adopted the UPCCAA procedures should modify the following regulation to delete or revise conflicting provisions related to contracts for public works. Also see AR 3311.2 - Lease-Leaseback Contracts, AR 3311.3 - Design-Build Contracts, and AR 3311.4 - Procurement of Technological Equipment for procedures applicable to those contracts.

**Advertised/Competitive Bids**

The district shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of $15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility

CSBA NOTE: For the contracts specified in ~~item~~Item #2a-c below, Public Contract Code 20111 requires the Superintendent of Public Instruction (SPI) to annually establish a bid limit that reflects U.S. Department of Commerce data. The following paragraph allows the amount to escalate automatically once the SPI has made the annual determination. For ~~2019~~2023, the bid limit is $~~92,600~~109,300.

2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:

    a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district

    b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters

    c. Repairs that are not a public project, including maintenance

*Maintenance* means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

**Instructions and Procedures for Advertised Bids**

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's ~~web site~~website or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and ~~web site~~website where bids will be opened. (Public Contract Code 20112)

CSBA NOTE: Pursuant to Public Contract Code 2600 all bid documents and construction contracts, when applicable, must contain a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Skilled and trained workforce requirements are required for lease-leaseback projects, design-build, and alternative design-build projects. Skilled and trained workforce is optional for all other construction delivery methods. See AR 3311.2 Lease-Leaseback Contracts and AR 3311.3 -- Design-Build Contracts for specific bidding requirements.

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. ~~(Public Contract Code~~ For lease-leaseback, design-build, and alternative design-build projects, the notice shall specify that the project is subject to skilled and trained workforce requirements. (Education Code 17250.25, 17250.62, 17407.5; Public Contract Code 2600, 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

2. All bids for construction work shall be presented under sealed cover. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112)

   The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)

5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

CSBA NOTE: Public Contract Code 20103.8 specifies that, in those cases when the bid includes items that may be added to or deducted from the scope of the work in the contract, the bid solicitation must specify the method to be used to determine the lowest bid, as detailed below. Districts should consult with CSBA's District and County Office of Education Legal Services or district legal counsel, as appropriate, if they have questions regarding the applicability of this law.

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in ~~item~~Item #6a below shall be used. (Public Contract Code 20103.8)

    a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

    b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

    c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

    The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

CSBA NOTE: For a bid to be successful, it must conform to bid specifications (i.e., it must be "responsive") and the bidder must be determined to be able to perform the work (i.e., ~~he/she~~the bidder must be "responsible" as defined in Public Contract Code 1103). There is no right to a due process hearing when the district has merely found the bid to be nonresponsive. However, the district must be careful in making a determination on the "nonresponsiveness" of a bid based on anything other than the documents submitted. To avoid any confusion, the district should provide clear and comprehensive bid specifications to bidders.

When rejecting the lowest responsive bid on the basis that the bidder is nonresponsible, the district must inform the bidder of the evidence used when making the determination and afford ~~him/her~~the bidder a hearing with the right to present evidence that ~~he/she~~the bidder is responsible. ~~(City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court and Great West Contractors Inc. v. Irvine Unified School District).~~

7. In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

    a. When a bid is determined to be nonresponsive, the Superintendent or designeeshall notify the bidder and give ~~him/her~~the bidder an opportunity to respond to the determination.

    b. When the lowest bidder is determined to be nonresponsible, the Superintendent or designee shall notify the bidder of ~~his/her~~the right to present evidence of ~~his/her~~the bidder's responsibility at a hearing before the Board.

8. Afterbeing opened, allsubmittedbidsbecomepublicrecordspursuant to GovernmentCode 7920.530 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

**Prequalification Procedure**

CSBA NOTE: The following section is optional. Pursuant to Public Contract Code 20111.6, a district with average daily attendance (ADA) of 2,500 or greater is required to prequalify all general contractors and electrical, mechanical, and plumbing subcontractors for any public project of $1 ~~million~~,000,000 or more, when the project uses or is reimbursed from School Facilities Program funds (Education Code 17070.10-17079.30) or other future state school bonds. A model prequalification questionnaire is available on the Department of Industrial Relations website.

Additionally, pursuant to Public Contract Code 20111.5, districts are permitted, but not required, to establish prequalification procedures for other contracts which, by law, require competitive bidding.

When required by law or the Board, the Superintendent or designee shall establish a uniform system for ratingbidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing publicworks.Thebidder's informationshall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of $1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

2. Prospectivebidders shall be prequalified by the districtfive or morebusiness days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids. (Public Contract Code 20111.6)

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

**Award of Contract**

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

2. When the contract is for any transportation service which involves an expenditure of more than $10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

CSBA NOTE: Pursuant to Public Contract Code 2000-2002, a district is permitted to establish bidding requirements that facilitate the participation of minority, women, disabled veteran, and small business enterprises in contracts. Though minorities and women are included in Public Contract Code 2000, Article 1, Section 31(a) of the California Constitution prohibits the granting of preferences based on race, sex, color,ethnicity, ~~etc.,~~or national origin in state employment and contracting. The district should consult with CSBA'sDistrict and County Office of Education Legal Services or district legal counsel if there is any question about the granting of preferences to any such business.

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort

to comply with the goals and requirements (Public Contract Code 2000-2002)

4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordancewithEducationCode 17400 and ~~1740(cf.3311.2 - Lease-Leaseback Contracts~~
 17406

CSBA NOTE: Until January 1, 2025, districts may, in accordance with Education Code 17250.25, utilize the design-build method of construction delivery. Pursuant to Education Code 17250.15, design-build means a project delivery process in which both the design and construction of a project are procured from a single entity.

5. When procuring a design-build contract for a public works project in excess of $1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

CSBA NOTE: Pursuant to Education Code 17250.60-17250.69, as added by AB 185 (Ch. 571, Statutes of 2022), the district may, until January 1, 2029, utilize alternative design-build contracts for public works projects in excess of $5,000,000. Pursuant to Education Code 17250.60, alternative design-build means a project delivery process in which both the design and construction of a project are procured from a single design-build entity based on its proposed design cost, general conditions, overhead, and profit as a component of the project price.

A contract for an alternative design-build project must be awarded to either the low bidder or the best value, and is subject to further negotiation and amendment pursuant to Education Code 17250.65. Alternative design-build subcontracts are subject to an open book evaluation by the district and the district sets the price based on this open book evaluation. The alternative design-build contract may be subject to further negotiation or amendment and if the district and the design-build entity are unable to reach an agreement, the district may terminate the contract. A district that utilizes the alternative design-build procurement method is required to submit, by January 1, 2028, a report to the Legislature, as specified in Education Code 17250.67. See AR 3311.3 – Design-Build Contracts for more information specific to design-build and alternative design-build projects.

6. When procuring an alternative design-build contract for a public works project in excess of $5,000,000 in accordance with Education Code 17250.62, in which case the Board may award the contract to either the low bid or the best value, taking into consideration, at a minimum design cost, general conditions, overhead, and profit as a component of the project price; technical design and construction expertise; and life-cycle costs (Education Code 17250.61, 17250.62)

**Protests by Bidders**

CSBA NOTE: The law does not specify a procedure for handling protests by bidders. The following optional section provides one such procedure and should be modified to reflect district practice.

~~A~~If the bidder ~~may protest~~ a ~~bid award if he/she~~ believes that the award is not in compliance with law, Board policy, or the bid specification, the bidder may protest the award. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the ~~protest~~protested documents in a timely manner shall constitute a waiver of ~~his/her~~the right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

CSBA NOTE: The following paragraph provides a process for appealing a bid award to the Board. Although the law does not specify the notice to be given in this circumstance, CSBA recommends at least three business days which may be modified to reflect district practice.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

**Limitation on Use of Sole Sourcing**

CSBA NOTE: "Sole sourcing" is the practice by which one brand name product is specified, although comparable, competitive products are available. Public Contract Code 3400 allows sole sourcing in limited circumstances and requires that the specification of the designated product be followed by the words "or equal," so that bidders for such a contract are able to base their bids on the use of other products of equal functionality that may result in cost savings for the district. The following section is optional.

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern

2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

   In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

CSBA NOTE: The following optional paragraph is for use by districts with ADA of more than 2,500. For the repair or replacement of the roof of a public facility, a material must meet the requirements specified below to be considered "equal" pursuant to Public Contract Code 3000-3010.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. (Public Contract Code 3002)

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (,-also known as sole sourcing~~)~~, if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use

2. To match others in use on a particular public improvement that has been completed or is in the course of completion

3. To obtain a necessary item that is only available from one source

4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

**Bids Not Required**

CSBA NOTE: The following paragraph lists those items that may be purchased through a "piggybacked" bid; see the accompanying Board policy. Many districts have used the piggyback procedure to purchase portable and relocatable buildings. The Attorney General has opined (in 89 Ops.Cal.Atty.Gen. 1, 2006) that a district may not rely on the piggyback exception to contract for the acquisition and installation of factory-built modular building components (i.e., roofs and walls) for installation on a permanent foundation. ~~However, this~~This opinion does not apply to typical portable or relocatable single-classroom buildings, because they lack a permanent foundation and building mobility. Additionally, in 2022 the State Allocation Board (SAB) notified districts that modular school facilities must be competitively bid and districts that use piggyback contracts for modular facilities are ineligible for state funding from SAB administered programs. Districts considering using the piggyback process for relocatables, portables, modulars, and the like should consult ~~district legal counsel. While Attorney General opinions are not binding, they are often given deference by the court and may also be considered by the State Allocation Board when making funding decisions.~~CSBA's District and County Office of Education Legal Services or district legal counsel.

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may ~~authorize~~"piggyback" by authorizing another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ~~("piggyback").~~ . Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

CSBA NOTE: The following optional paragraph reflects the authority granted to public agencies pursuant to Government Code 4217.10-4217.18 to enter into energy service contracts without competitive bidding when the agency's governing body determines that the contract is in the best interest of the agency based on the "~~costs-benefits~~cost-benefit" analysis specified in Government Code 4217.12.

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board'sdetermination shall be made at a regularlyscheduledpublic hearing of which notice is given to the public at least two weeks in advance and shall be based on a cost and ~~savings~~saving comparison ~~findings~~finding specified in Government Code 4217.12. (Government Code 4217.12)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

CSBA NOTE: Pursuant to Public Contract Code 20113, a district may award contracts without competitive bidding in emergency situations, as specified below. In *Marshall v. Pasadena Unified School District*, a court held that the definition of "emergency" in Public Contract Code 1102 is applicable. Public Contract Code 1102 defines "emergency" as a "sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

**Policy Reference UPDATE Service**



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**Policy Reference Disclaimer:**

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

| State | Description |
| --- | --- |
| Bus. Code 7056 | General engineering contractor |
| Bus. Code 7057 | General building contractor |
| Code of Civil Procedure 446 | Verification of pleadings |

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|---|---|
| Ed. Code 17070.10-17079.30 | Leroy F. Greene School Facilities Act |
| Ed. Code 17250.10-17250.55 | Design-build contracts |
| Ed. Code 17250.60-17250.69 | Alternative design-build contracts |
| Ed. Code 17406 | Lease-leaseback contract |
| Ed. Code 17595 | Purchase of supplies through Department of General Services |
| Ed. Code 17602 | Purchase of surplus property from federal agencies |
| Ed. Code 38083 | Purchase of perishable foodstuffs and seasonal commodities |
| Ed. Code 38110-38120 | Apparatus and supplies |
| Ed. Code 39802 | Transportation services |
| Gov. Code 4217.10-4217.18 | Energy conservation contracts |
| Gov. Code 4330-4334 | California made materials |
| Gov. Code 53060 | Special services and advice |
| Gov. Code 54201-54205 | Purchase of supplies and equipment by local agencies |
| Gov. Code 7920.530 | Definition of public record |
| Pub. Cont. Code 1102 | Definition of emergency |
| Pub. Cont. Code 1103 | Definition; responsible bidder |
| Pub. Cont. Code 12200 | Definitions; recycled goods, materials, and supplies |
| Pub. Cont. Code 2000-2002 | Responsive bidders |
| Pub. Cont. Code 20101-20103.7 | Public construction projects; requirements for bidding |
| Pub. Cont. Code 20103.8 | Award of contracts |
| Pub. Cont. Code 20110-20118.4 | Local Agency Public Construction Act; school districts |
| Pub. Cont. Code 20189 | Bidder's security; earthquake relief |
| Pub. Cont. Code 22000-22045 | ~~Alternative procedures for public projects (UPCCAA)~~Uniform Public Construction Cost Accounting Act |
| Pub. Cont. Code 22152 | Recycled product procurement |
| Pub. Cont. Code 3000-3010 | Roofing projects |
| Pub. Cont. Code 3400 | Bid specifications; preference for materials |
| Pub. Cont. Code 3410 | U.S. produce and processed foods |
| Pub. Cont. Code 4113 | Prime contractor; subcontractor |

| | |
|---|---|
| Pub. Cont. Code 6102 | Bribery of public official; voidable contract |
| Pub. Cont. Code 6610 | Bid visits |
| **Management Resources** | **Description** |
| Attorney General Opinion | 89 Ops.Cal.Atty.Gen. 1 (2006) |
| Court Decision | City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861 |
| Court Decision | Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425 |
| Court Decision | Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449 |
| Court Decision | Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739 |
| Court Decision | Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241 |
| California Department of General Services Publication | Office of Public School Construction Notification to School Districts Regarding Use of Piggyback Contracts for SAB-Administered Programs, July 2022 (https:/ www.dgs.ca.gov/-/media/Divisions/OPSC/Resources/Piggyback-Contracts/Piggyback-Contract-Email-Blast-July-5- 2022FINAL-ADA.pdf?la=en&hash=9594C7B8BD4C9796DDB57D687 75331EEA8CE658A) |
| California Department of Industrial Relations Publication | Model Prequalification Questionnaire (https:/ www.dir.ca.gov/Public-Works/Public-Works-Pre%E2%80%90Qualification-of-Contractors.html) |
| Website | CSBA District and County Office of Education Legal Services |
| Website | California Department of General Services |
| Website | Office of Public School Construction, Piggyback Contracts (https:/ www.dgs.ca.gov/OPSC/Resources/Page-Content/Office-of-Public-School-Construction-Resources-List-Folder/Piggyback-Contracts-for-SAB-Administered-Programs) |
| Website | CSBA |
| Website | California Department of Education |

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|---|---|
| Website | California Association of School Business Officials |

**Cross References**

| Code | Description |
|---|---|
| 0410 | Nondiscrimination In District Programs And Activities |
| 1113 | District And School Websites |
| 1113 | District And School Websites |
| 1113-E(1) | District And School Websites |
| 1340 | Access To District Records |
| 1340 | Access To District Records |
| 3000 | Concepts And Roles |
| 3230 | Federal Grant Funds |
| 3230 | Federal Grant Funds |
| 3270 | Sale And Disposal Of Books, Equipment And Supplies |
| 3270 | Sale And Disposal Of Books, Equipment And Supplies |
| 3300 | Expenditures And Purchases |
| 3311.1 | Uniform Public Construction Cost Accounting Procedures |
| 3311.1 | Uniform Public Construction Cost Accounting Procedures |
| 3311.2 | Lease-Leaseback Contracts |
| 3311.3 | Design-Build Contracts |
| 3311.4 | Procurement Of Technological Equipment |
| 3312 | Contracts |
| 3314 | Payment For Goods And Services |
| 3314 | Payment For Goods And Services |
| 3510 | Green School Operations |
| 3511 | Energy And Water Management |
| 3511 | Energy And Water Management |
| 3511.1 | Integrated Waste Management |
| 3511.1 | Integrated Waste Management |
| 3512 | Equipment |
| 3512-E(1) | Equipment |
| 3517 | Facilities Inspection |
| 3517-E(1) | Facilities Inspection |
| 3540 | Transportation |

| | |
|---|---|
| 3551 | Food Service Operations/Cafeteria Fund |
| 3551 | Food Service Operations/Cafeteria Fund |
| 3580 | District Records |
| 3580 | District Records |
| 3600 | Consultants |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 6161.1-E(1) | Selection And Evaluation Of Instructional Materials |
| 6161.11 | Supplementary Instructional Materials |
| 6163.1 | Library Media Centers |
| 7000 | Concepts And Roles |
| 7140 | Architectural And Engineering Services |
| 7140 | Architectural And Engineering Services |
| 9270 | Conflict Of Interest |
| 9270-E(1) | Conflict Of Interest |
| 9320 | Meetings And Notices |
| 9323.2 | Actions By The Board |
| 9323.2-E(1) | Actions By The Board |
| 9323.2-E(2) | Actions By The Board |

## Regulation 3311: Bids

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Reviewed Date:** 05/09/2019

### Advertised/Competitive Bids

When required by the delivery method selected, and unless the district has elected to comply with the alternative procedure for contracts pursuant to the Uniform Construction Cost Accounting Act, the district shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of $15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovatibpon, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility
2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:

    a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district

    b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters

    c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

### Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place where bids will be opened. (Public Contract Code 20112)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plans and specifications, are available, if applicable. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

2. All bids for construction work shall be presented under sealed cover. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112). Method(s) accepted shall be clearly identified in the bid document.

    The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)

5. When two or more identical lowest or highest bids are received, the Board of Education may determine by lot which bid shall be accepted. (Public Contract Code 20117)

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)

   a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

   b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

   c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

      If this #6c method is used, the lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

   a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the determination.

   b. When the lowest bidder is determined to be nonresponsible, the Superintendent or designee shall notify the bidder of his/her right to present evidence of his/her responsibility at a hearing before the Board.

8. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

**Prequalification Procedure**

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of $1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders by project, or quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

**Award of Contract**

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

2. When the contract is for any transportation service which involves an expenditure of more than $10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)

3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)

4. When procuring a lease-leaseback contract, the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

5. When procuring a design-build contract for a public works project in excess of $1,000,000 in accordance with Education Code 17250.20, the Board may award the contract to either the low price or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

**Protests by Bidders**

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

**Limitation on Use of Sole Sourcing**

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern

2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 15 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification.

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use

2. To match others in use on a particular public improvement that has been completed or is in the course of completion

3. To obtain a necessary item that is only available from one source

4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

**Bids Not Required**

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost and savings comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

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| State References | Description |
|---|---|
| Bus. Code 7056 | General engineering contractor - https://simbli.eboardsolutions.com/SU/UHmlUE01hRVZsodCzgS0Xw== |
| Bus. Code 7057 | General building contractor - https://simbli.eboardsolutions.com/SU/Se6GMF7IjKntdgH8D88Z7Q== |
| Code of Civil Procedure 446 | Verification of pleadings - https://simbli.eboardsolutions.com/SU/aclh447tS4SzYXBxMslshxiag== |
| Ed. Code 17070.10-17079.30 | Leroy F. Greene School Facilities Act - https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg== |
| Ed. Code 17250.10-17250.55 | Design-build contracts - https://simbli.eboardsolutions.com/SU/KyAwX1K9LOug3Oc4uUy4Rw== |
| Ed. Code 17250.60-17250.69 | Alternative design-build contracts - https://simbli.eboardsolutions.com/SU/TP1PLVItclqEnCDsIhhiHQ== |
| Ed. Code 17406 | Lease-leaseback contract - https://simbli.eboardsolutions.com/SU/0BPYzSILXpluspnBZT2SkSYcg== |
| Ed. Code 17595 | Purchase of supplies through Department of General Services - https://simbli.eboardsolutions.com/SU/wjokePIJPjwslsh4bmkj654ig== |
| Ed. Code 17602 | Purchase of surplus property from federal agencies - https://simbli.eboardsolutions.com/SU/OMwezslshLjjpET3b8gXpluszPXg== |
| Ed. Code 38083 | Purchase of perishable foodstuffs and seasonal commodities - https://simbli.eboardsolutions.com/SU/slshw3bpsIzalSed6aeoGa32A== |
| Ed. Code 38110-38120 | Apparatus and supplies - https://simbli.eboardsolutions.com/SU/slsh3YlaSxloRn5YRy8K7HIEw== |
| Ed. Code 39802 | Transportation services - https://simbli.eboardsolutions.com/SU/HVTBXAU8JOplus2kJP98SHoDg== |
| Gov. Code 4217.10-4217.18 | Energy conservation contracts - https://simbli.eboardsolutions.com/SU/JKuUPcAdslshhSurljmo0KQrA== |
| Gov. Code 4330-4334 | California made materials - https://simbli.eboardsolutions.com/SU/siRxFplusxt240pBITNL61igg== |
| Gov. Code 53060 | Special services and advice - https://simbli.eboardsolutions.com/SU/7T7sFbIKV6reI4lFp43jCg== |
| Gov. Code 54201-54205 | Purchase of supplies and equipment by local agencies - https://simbli.eboardsolutions.com/SU/qvt9zgwgZMS2bDkYrwklvg== |
| Gov. Code 7920.530 | Definition of public record - https://simbli.eboardsolutions.com/SU/I65BamQplusrCgxYeSplusYx0aZA== |
| Pub. Cont. Code 1102 | Definition of emergency - https://simbli.eboardsolutions.com/SU/uCLuvOi1XfVD0J6DMN5rhQ== |
| Pub. Cont. Code 1103 | Definition; responsible bidder - https://simbli.eboardsolutions.com/SU/C9mQhiS9HYQeoAhfVeifPw== |
| Pub. Cont. Code 12200 | Definitions, recycled goods, materials and supplies - https://simbli.eboardsolutions.com/SU/ksDkBcmNIRx5i4nyUWW6QQ== |
| Pub. Cont. Code 2000-2002 | Responsive bidders - https://simbli.eboardsolutions.com/SU/8xMbAzhKdz41E7CMFCcftw== |
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| 3230 | Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q== |
| 3270 | Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/Rd2EzAo5Lxplusf6Cg370zXgw== |
| 3270 | Sale And Disposal Of Books, Equipment And Supplies - https://simbli.eboardsolutions.com/SU/SZFqSD5qqUtFNBzslshcplusKhZg== |
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| 3312 | Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA== |
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| 3512 | Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ== |
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**Regulation 3311.3: Design-Build Contracts**

**Status:** ADOPTED

**Original Adopted Date:** 12/01/2016 | **Last Revised Date:** ~~03~~09/01/20212023 | **Last Reviewed Date:** ~~03~~09/01/~~2021~~2023

CSBA NOTE: As an alternative to the more traditional design-bid-build process (see BP/AR 3311 - Bids) or a lease-leaseback process (see AR 3311.2 - Lease-Leaseback Contracts), the district may, until January 1, 2025, enter into a design-build contract for a public works project in excess of $1 ~~million~~,000,000 pursuant to Education Code 17250.10-17250.55. As defined by Education Code 17250.15, "design-build" means a project delivery process in which both the design and construction of a project are procured from a single entity. Additionally, pursuant to Education Code 17250.61, as added by AB 185 (Ch. 571, Statutes of 2022), the district may, until January 1, 2029, enter into an alternative design-build contract for a public works project in excess of $5,000,000. As defined by Education Code 17250.60, "alternative design-build" means a project delivery process in which both the design and construction of a project are procured from a single design-build entity based on its proposed design cost, general conditions, overhead, and profit as a component of the project price. Education Code 17250.15~~-and~~, 17250.25, 17250.60, and 17250.61 provide that such contracts may be awarded to either the low bid or best value, as defined.

~~The~~Until January 1, 2025, the Governing Board may approve a design-build contract with a single entity for both design and construction of any school facility in excess of $1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

Additionally, until January 1, 2029, the Board may approve an alternative design-build contract with a single entity for both design and construction of any school facility in excess of $5,000,000. Such contracts may be awarded to the low bid or the best value, taking into consideration, at a minimum, design cost, general conditions, overhead, and profit as a component of the project price, technical design and construction expertise, and life-cycle costs. The district's determination of price shall be based on the open book evaluation of construction subcontracts. The contract may be subject to further negotiations or amendment and may be terminated by the district if the district and the design-build entity are unable to reach an agreement. (Education Code 17250.61, 17250.62, 17250.65)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25, 17250.62)

**Procedures for Awarding the Contract**

The procurement process for design-build and alternative design-build projects shall be as follows: (Education Code 17250.25, 17250.35, 17250.62, 17250.65; Public Contract Code 2600)

1. Performance Specifications: The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:

a. The size, type, and desired design character of the project

b. Performance specifications that cover the quality of materials, equipment, and workmanship

c. Preliminary plans or building layouts

d. Any other information deemed necessary to describe adequately the district's needs

The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. Prequalification: The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:

   a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity

   b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors

   c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25 or 17250.62

CSBA NOTE: Public Contract Code 2600~~, as amended by AB 2311 (Ch. 347, Statutes of 2020),~~ adds a requirement to include in all bid documents and construction contracts, when applicable, a notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603. Pursuant to Education Code 17250.25 and 17250.62, design-build contracts are subject to such requirements.

   d. A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

   The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

3. Request for Proposals: The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in ~~items~~Items #2a, 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publishseparately or incorporateinto the request for proposalsapplicableprocedures to be

observed by the district to ensure that any discussions or negotiations are conducted in good faith.

4. Selection Based on Low Bid: For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder. -

5. Selection Based on Best Value: For those projects utilizing best value as a selection method, the following procedures shall be used:

   a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district ~~and~~. The proposal for a design-build project, as specified in 17250.25, shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life- cycle costs over 15 or more years. The proposal for an alternative design-build project, as specified in 17250.62, shall, at a minimum, include design cost, general conditions, overhead, and profit as a component of the project price, unless a stipulated sum for the project is specified; technical design and construction expertise; and life-cycle costs over 15 or more years.

   b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked. -

   c. The contract shall be awarded to the responsible entitywhose proposal is determined by the district to have offered the best value to the public~~.~~

   d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

**Skilled and Trained Workforce**

CSBA NOTE: Education Code 17250.25 requires the district to obtain an enforceable commitment that the contractor will comply with the requirements to use a skilled and trained workforce, as defined, in accordance with Public Contract Code 2600-2603. Pursuant to Public Contract Code 2600.5, ~~as added by AB 2311~~, failure to provide the notice described in ~~items~~Items #2d and 3 above does not excuse the district from the requirement to obtain an enforceable commitment that a contractor or other entity will use a skilled and trained workforce to complete a contract or project.

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25, 17250.62; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

**Policy Reference UPDATE Service**


**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 17250.10-17250.55 | Design-build contracts |
| Ed Code 17250.60-17250.69 | Alternative design-build contracts |
| Pub. Cont. Code 2600-2603 | Skilled and trained workforce requirements |

| Management Resources | Description |
|---|---|
| Website | CSBA District and County Office of Education Legal Services |
| Website | California Association of School Business Officials |
| Website | California Department of Education, School Facilities |
| Website | CSBA |

## Cross References

| Code | Description |
|---|---|
| 3311 | Bids |
| 3311 | Bids |
| 3312 | Contracts |
| 7000 | Concepts And Roles |

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|---|---|
| 7110 | Facilities Master Plan |
| 7140 | Architectural And Engineering Services |
| 7140 | Architectural And Engineering Services |

## Regulation 3311.3: Design-Build Contracts

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Revised Date:** 05/13/2021 | **Last Reviewed Date:** 05/13/2021

The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of $1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

**Procedures for Awarding the Contract**

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35; Public Contract Code 2600)

1. Performance Specifications: The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:

    a. The size, type, and desired design character of the project

    b. Performance specifications that cover the quality of materials, equipment, and workmanship

    c. Preliminary plans or building layouts

    d. Any other information deemed necessary to describe adequately the district's needs

    The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. Prequalification: The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:

    a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity

    b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors

    c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

    d. A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

    The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

3. Request for Proposals: The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a, 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.

4. Selection Based on Low Bid: For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.

5. Selection Based on Best Value: For those projects utilizing best value as a selection method, the following procedures shall be used:

   a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.

   b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.

   c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.

   d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

**Skilled and Trained Workforce**

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

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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 17250.10-17250.55 | Design-build contracts - https://simbli.eboardsolutions.com/SU/KyAwX1K9LOug3Oc4uUy4Rw== |
| Ed. Code 17250.60-17250.69 | Alternative design-build contracts - https://simbli.eboardsolutions.com/SU/TP1PLVItclqEnCDsIhhiHQ== |

| | |
|---|---|
| Pub. Cont. Code 2600-2603 | Skilled and trained workforce requirements - https://simbli.eboardsolutions.com/SU/z9cd2KTKJWcsStfS7FNTFw== |

| Management Resources References | Description |
|---|---|
| Website | CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ== |
| Website | California Association of School Business Officials - https://simbli.eboardsolutions.com/SU/vplusVmEFNjoJhGgV6PRTlb0g== |
| Website | California Department of Education, School Facilities - https://simbli.eboardsolutions.com/SU/ATZTQPd7NwSB3FBNcFeslshYA== |
| Website | CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg== |

| Cross References | Description |
|---|---|
| 3311 | Bids - https://simbli.eboardsolutions.com/SU/TXCclHAPO4AvqlRkslshIGT6g== |
| 3311 | Bids - https://simbli.eboardsolutions.com/SU/YtGjBb8AeKJBCbTEVI6JKg== |
| 3312 | Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA== |
| 7000 | Concepts And Roles - https://simbli.eboardsolutions.com/SU/JJrOViPslshbuxP2KuqeuKM1w== |
| 7110 | Facilities Master Plan - https://simbli.eboardsolutions.com/SU/Mr1vH6nbOnhmz7Fd4jenxg== |
| 7140 | Architectural And Engineering Services - https://simbli.eboardsolutions.com/SU/Q6fs0woslshLPybGTBwTxC67Q== |
| 7140 | Architectural And Engineering Services - https://simbli.eboardsolutions.com/SU/plusgoG0wplus1h2DTplusu68qiaEtQ== |

**Policy 3312: Contracts**

**Original Adopted Date:** 11/01/2003 | **Last Revised Date:** ~~04~~09/01/~~2015~~2023 | **Last Reviewed Date:** ~~04~~09/01/~~2015~~2023

**Status:** ADOPTED

CSBA NOTE: Several statutes authorize the Governing Board to contract for services, equipment, materials, and supplies on behalf of the district. Such statutes include, but are not limited to, Education Code 17596 which allows a broad range of services to be performed under a "continuing contract" and Education Code 45103.5 which authorizes a contract for management consulting services relating to food service.

Some contracts are subject to certain specific legal requirements which, if not complied with, may render the contract void or unenforceable. For instance, when contracting for the purchase of equipment, materials, or supplies in excess of the current bid limit ($~~92,600~~109,300 for ~~2019~~2023), the district must seek competitive bids, pursuant to Public Contract Code 20111. See sections below titled "Contracts for Non-nutritious Foods or Beverages," "Contracts for Electronic Products and Services," "Contracts for Digital Storage and Maintenance of Student Records," and "Contracts for Personal Services" for specific requirements and/or restrictions related to those contracts. See AR 3311.3 - Design-Build Contracts for information about design-build contracts for public works projects in excess of $1 ~~million.~~,000,000 and for alternative design-build projects in excess of $5,000,000. The district should consult ~~its~~CSBA's District and County Office of Education Legal Services or district legal counsel when questions arise about legal requirements for specific kinds of contract.

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected ~~and~~, that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

CSBA NOTE: When entering into a contract, a school district is required to comply with California's conflict of interest laws, including, but not limited to, Government Code 1090 (financial interest in a contract), Government Code 87100-87500 (Political Reform Act), and Government Code 84308, as amended by SB 1439 (Ch. 848, Statutes of 2022), related to conflict of interest from campaign contributions. The violation of any of these laws could result in cancelation of the contract and, in certain cases, the Board members and/or district officials implicated could be subject to civil and criminal penalties. For example, pursuant to Government Code 84308, as amended, Board members are prohibited from participating in decisions involving parties who have provided campaign contributions of more than $250 in the prior 12 months. Additionally, pursuant to Public Contract Code 6102, as added by SB 34 (Ch. 297, Statutes of 2022), a contract executed on or after January 1, 2023, including a contract negotiated prior to January 1, 2023, is voidable if entered into in violation of a state or federal crime relating to bribery of a public official, including, but not limited to, a violation of Penal Code 68 or 86. For more information related to the policy on conflict of interest, see BB 9270 – Conflict of Interest

In addition, Board members and district employees involved in the making of contracts on behalf of the district shall comply with the district's conflict of interest policy as specified in Board Bylaw

9270 – Conflict of Interest.

CSBA NOTE:The following optional paragraph may be revised to specify any desired limits to this delegation of authority.

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

CSBA NOTE: The following optional paragraph reflects the requirements of Education Code 35182.5 whichareapplicable to contracts for exclusive or nonexclusiveadvertising and sale of carbonated beverages or non-nutritious foods or beverages. Though not required for all contracts, such requirements help to minimize public waste and ensure transparency in public contracting and should be adopted by the Board for other contracts. See "Contracts for Non-nutritious Foods or Beverages" below.

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

**Contracts for Non-nutritious Foods or Beverages**

CSBA NOTE: Foods and beverages that do not meet nutritional standards specified in law may not be sold in schools except under limited circumstances; see BP/AR 3554 - Other Food Sales. Schools that do not participate in the National School Lunch or Breakfast program are required to comply with the nutritional standards in Education Code 49431-49431.7 and 5 CCR 15500-15501 and 15575-15578 from one-half hour before the school day to one-half hour after it. Schools that participate in the National School Lunch or Breakfast program must comply with the stricter of the nutritional standards in 7 CFR 210.11 and 220.12 and Education Code 49431-49431.7 between midnight before and one-half hour after the end of the school day.

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

CSBA NOTE: Pursuant to Education Code 35182.5, the district may not enter into a contract that grants exclusive or nonexclusive sales or advertising for carbonated beverages, non-nutritious beverages, or non-nutritious foods unless the Board holds a public hearing and, as **mandated**, adopts a policy that ensures that internal controls are in place to protect the integrity of public funds, that the funds raised will benefit public education, and that the contracts are entered into on a competitive basis.

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

CSBA NOTE: Education Code 35182.5 does not define the term "internal controls." Items #1-2 below are based on suggested "internal controls" as recommended by the California Association of

School Business Officials (CASBO),) and should be modified to reflect the specific internal controls developed by the district.

TheSuperintendent or designeeshall develop the district's internalcontrolprocedures to protect the integrity of public funds. Such internal controls may include, but not be limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

CSBA NOTE: Optional ~~items~~Items #1-4 below are not required by law, but present additional factors for the Board to consider to help ensure that the funds raised benefit public education in accordance with Education Code 35182.5. The following list should be modified to reflect district practice.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.

4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fundraising activities.

CSBA NOTE: Education Code 35182.5 **mandates** ~~that~~ Board policy to ensure that the contract is entered into on a competitive basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. Public Contract Code 20111 requires districts to seek competitive bids through advertisements for contracts ~~for~~or services exceeding an amount specified in law. For a detailed procedure for the bidding of contracts, see AR 3311 - Bids.

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

CSBA NOTE: Pursuant to Education Code 35182.5, the public hearing required before the district may enter into or renew a contract for non-nutritious foods or carbonated or non-nutritious beverages may be met through an annual public hearing to review and discuss existing and potential contracts for the sale of foods and beverages on campuses, as provided in Option 1 below. Option 2 is available for districts that prefer to hold a public hearing for the making or renewal of each contract involving non-nutritious foods or beverages.

**OPTION 1:** (Annual public hearing to review and discuss existing and potenti l contracts)

The Board shall hold an annual public hearing to review and discuss all existing and potential contracts for the sale of foods and beverages on campus, including those sold as full meals or through competitive sales, fundraisers, or vending machines. The Board shall hold a public ~~hearing~~meeting for any contract not discussed at the annual public hearing. (Education Code 35182.5)

**OPTION 1 ENDS HERE**

**OPTION 2:** (Public hearing for the making or renewal of each contract)

The Board shall not enter into or renew any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, ~~or~~on non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5.))

**OPTION 2 ENDS HERE**

CSBA NOTE: The following paragraph is applicable to both Options 1 and 2.

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

**Contracts for Electronic Products or Services**

CSBA NOTE: Education Code 35182.5 prohibits districts or schools from entering into contracts for electronic products or services that require dissemination of advertising to students, unless the following conditions are satisfied. This section should be modified to reflect any additional requirements included by the district.

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.

5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

**Contracts for Digital Storage and Maintenance of Student Records**

> CSBA NOTE: Pursuant to Education Code 49073.1, ~~as added by AB 1584 (Ch. 800, Statutes of 2014),~~ the Board is **mandated** to adopt a policy when the district chooses to enter into a contract with a third party to provide services specified in the following section.
>
> ~~If the district has a contract in effect prior to January 1, 2015, the requirements of Education Co~~ d
> ~~49073.1 will not become effective until the expiration, amendment, or renewal of the existing~~ e
> ~~contract.~~

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the district

2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account

3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract

4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information

5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records

6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records

7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content

8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g

9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

**Contracts for Personal Services**

CSBA NOTE: The following optional paragraph is applicable when the district chooses to contract for personal services that are currently or customarily performed by its classified employees.
Pursuant to Education Code 45103.1, such a contract may be entered into or renewed by the district in order to achieve cost savings, but only if the contract (1) is awarded through a publicized, competitive bidding process; (2) does not result in displacement of district employees (layoff, demotion, involuntary transfer to a new classification, etc.); and (3) meets other specified conditions.

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

CSBA NOTE: Education Code 45103.1 also permits personal service contracts that do not meet the conditions specified in the paragraph above in the circumstances as listed below.

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

2. The services contracted are not available within the district, cannot be performed satisfactorily by districtemployees, or are of such a highlyspecialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.

3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office

equipment or computers that are leased or rented. -

4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process. -

5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply.

6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed.

7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose. -

**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 15500 | Food sales in elementary schools |
| 5 CCR 15501 | Food sales in high schools and junior high schools |
| 5 CCR 15575-15578 | Requirements for foods and beverages outside the federal meals program |
| Ed. Code 14505 | Provisions required in contracts for audits |
| Ed. Code 17250.10-17250.55 | Design-build contracts |
| Ed. Code 17595-17606 | Contracts |
| Ed. Code 200-262.4 | Prohibition of discrimination |
| Ed. Code 35182.5 | Contracts for advertising |
| Ed. Code 45103.1 | Personal services contracts |
| Ed. Code 45103.5 | Contracts for management consulting services; restrictions |
| Ed. Code 49073.1 | Contract requirements for digital storage, maintenance, and retrieval of student records |
| Ed. Code 49431-49431.7 | Nutritional standards |
| Gov. Code 12990 | Nondiscrimination and compliance employment programs |

| | |
|---|---|
| Gov. Code 53260 | Contract provision re maximum cash settlement |
| Gov. Code 53262 | Employment contracts |
| Gov. Code 84308 | Campaign disclosure |
| Lab. Code 1775 | Penalties for violations |
| Lab. Code 1810-1813 | Working hours |
| Pub. Cont. Code 20104.50 | Timely progress payments |
| Pub. Cont. Code 20111 | Contracts over $50,000; contracts for construction; award to lowest responsible bidder |
| Pub. Cont. Code 22300 | Performance retentions |
| Pub. Cont. Code 4100-4114 | Subletting and subcontracting fair practices |
| Pub. Cont. Code 6102 | Awarding of contracts |
| Pub. Cont. Code 7104 | Contracts for excavations; discovery of hazardous waste |
| Pub. Cont. Code 7106 | Noncollusion affidavit |

| **Federal** | **Description** |
|---|---|
| 20 USC 1232g | Family Educational Rights and Privacy Act (FERPA) of 1974 |
| 20 USC 1681-1688 | Title IX of the Education Amendments of 1972; discrimination based on sex |
| 7 CFR 210.1-210.31 | National School Lunch Program |
| 7 CFR 220.1-220.21 | National School Breakfast Program |

| **Management Resources** | **Description** |
|---|---|
| CSBA Publication | Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005 |
| CSBA Publication | Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | CSBA |
| Website | California Association of School Business Officials |

## Cross References

| **Code** | **Description** |
|---|---|
| 0100 | Philosophy |
| 0200 | Goals For The School District |
| 0440 | District Technology Plan |

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| 0440 | District Technology Plan |
| 1220 | Citizen Advisory Committees |
| 1220 | Citizen Advisory Committees |
| 1230 | School-Connected Organizations |
| 1230 | School-Connected Organizations |
| 1321 | Solicitation Of Funds From And By Students |
| 1321 | Solicitation Of Funds From And By Students |
| 1325 | Advertising And Promotion |
| 1340 | Access To District Records |
| 1340 | Access To District Records |
| 1700 | Relations Between Private Industry And The Schools |
| 2121 | Superintendent's Contract |
| 3000 | Concepts And Roles |
| 3100 | Budget |
| 3100 | Budget |
| 3230 | Federal Grant Funds |
| 3230 | Federal Grant Funds |
| 3290 | Gifts, Grants And Bequests |
| 3300 | Expenditures And Purchases |
| 3311 | Bids |
| 3311 | Bids |
| 3311.1 | Uniform Public Construction Cost Accounting Procedures |
| 3311.1 | Uniform Public Construction Cost Accounting Procedures |
| 3311.2 | Lease-Leaseback Contracts |
| 3311.3 | Design-Build Contracts |
| 3311.4 | Procurement Of Technological Equipment |
| 3314 | Payment For Goods And Services |
| 3314 | Payment For Goods And Services |
| 3400 | Management Of District Assets/Accounts |
| 3400 | Management Of District Assets/Accounts |
| 3460 | Financial Reports And Accountability |

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| 3460 | Financial Reports And Accountability |
| 3470 | Debt Issuance And Management |
| 3511.1 | Integrated Waste Management |
| 3511.1 | Integrated Waste Management |
| 3540 | Transportation |
| 3551 | Food Service Operations/Cafeteria Fund |
| 3551 | Food Service Operations/Cafeteria Fund |
| 3554 | Other Food Sales |
| 3554 | Other Food Sales |
| 3555 | Nutrition Program Compliance |
| 3555-E(1) | Nutrition Program Compliance |
| 3600 | Consultants |
| 4030 | Nondiscrimination In Employment |
| 4030 | Nondiscrimination In Employment |
| 4112.23 | Special Education Staff |
| 4112.4 | Health Examinations |
| 4132 | Publication Or Creation Of Materials |
| 4200 | Classified Personnel |
| 4200 | Classified Personnel |
| 4212.4 | Health Examinations |
| 4232 | Publication Or Creation Of Materials |
| 4312.1 | Contracts |
| 4312.4 | Health Examinations |
| 4332 | Publication Or Creation Of Materials |
| 5030 | Student Wellness |
| 5125 | Student Records |
| 5125 | Student Records |
| 5145.6 | Parent/Guardian Notifications |
| 5145.6-E(1) | Parent/Guardian Notifications |
| 5148 | Child Care And Development |
| 5148 | Child Care And Development |

| | |
|---|---|
| 6162.6 | Use Of Copyrighted Materials |
| 6162.6 | Use Of Copyrighted Materials |
| 7140 | Architectural And Engineering Services |
| 7140 | Architectural And Engineering Services |
| 9000 | Role Of The Board |
| 9124 | Attorney |
| 9320 | Meetings And Notices |
| 9322 | Agenda/Meeting Materials |
| 9323 | Meeting Conduct |

## Policy 3312: Contracts

**Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Reviewed Date:** 05/09/2019

Several statutes authorize the Board of Trustees to contract for services, equipment, materials, and supplies on behalf of the district. Such statutes include, but are not limited to, Education Code 17596 which allows a broad range of services to be performed under a "continuing contract" and Education Code 45103.5 which authorizes a contract for management consulting services relating to food service.

Some contracts are subject to certain specific legal requirements which, if not complied with, may render the contract void or unenforceable. For instance, when contracting for the purchase of equipment, materials, or supplies in excess of the current bid limit ($90,200 for 2018), the district must seek competitive bids, pursuant to Public Contract Code 20111. See sections below titled "Contracts for Non-nutritious Foods or Beverages," "Contracts for Electronic Products and Services," "Contracts for Digital Storage and Maintenance of Student Records," and "Contracts for Personal Services" for specific requirements and/or restrictions related to those contracts. See AR 3311.3 - Design-Build Contracts for information about design-build contracts for public works projects in excess of $1 million. The district should consult its legal counsel when questions arise about legal requirements for specific kinds of contract.

The Board of Education recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

The Board may, by a majority vote, delegate to the Superintendent or designee the authority to enter into contracts on behalf of the district. To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

**Contracts for Non-nutritious Foods or Beverages**

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but not be limited to, the following:

Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

To ensure that funds raised by the contract benefit district schools and students:

1. The Superintendent or designee may invite parents/guardians, students, staff, and interested community members to make recommendations regarding the contract, including recommendations as to how the funds will be spent in a manner that benefits public education.

2. Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded

by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

3. The contract shall specify that the contractor report, on a quarterly basis, to the Superintendent or designee the number of food items or beverages sold within the district and the amount of money raised by the sales. The Superintendent or designee shall report these amounts to the Board on a regular basis.

4. The Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fundraising activities.

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

The Board shall not enter into or renew any contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods until parents/guardians, students, and members of the public have had an opportunity to comment on the contract at a public hearing held during a regularly scheduled Board meeting. The Board shall clearly, and in a manner recognizable to the general public, identify in the agenda the contract to be discussed at the meeting. (Education Code 35182.5.)

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

**Contracts for Electronic Products or Services**

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.

5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

**Contracts for Digital Storage and Maintenance of Student Records**

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the district

2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may

transfer student-generated content to a personal account

3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract

4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information

5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records

6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records

7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content

8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g

9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

**Contracts for Personal Services**

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.

3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process.

5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply.

6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed.

7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose.

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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 |
| --- | --- |

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|---|---|
| 5 CCR 15500 | Food sales in elementary schools |
| 5 CCR 15501 | Food sales in high schools and junior high schools |
| 5 CCR 15575-15578 | Requirements for foods and beverages outside the federal meals program |
| Ed. Code 14505 | Provisions required in contracts for audits - https://simbli.eboardsolutions.com/SU/BKLxfCB1V4vlxo7v3OWxCA== |
| Ed. Code 17250.10-17250.55 | Design-build contracts - https://simbli.eboardsolutions.com/SU/KyAwX1K9LOug3Oc4uUy4Rw== |
| Ed. Code 17595-17606 | Contracts - https://simbli.eboardsolutions.com/SU/pSDPmBEkLxqb26TShEsjLA== |
| Ed. Code 200-262.4 | Prohibition of discrimination - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ== |
| Ed. Code 35182.5 | Contracts for advertising - https://simbli.eboardsolutions.com/SU/b1Cx8OTDYoo5teAWplusUlkoQ== |
| Ed. Code 45103.1 | Personal services contracts - https://simbli.eboardsolutions.com/SU/ZurslshcN5gU2Th3CsIwAqUIA== |
| Ed. Code 45103.5 | Contracts for management consulting services; restrictions - https://simbli.eboardsolutions.com/SU/rfUDyyB0KWbEnrSR6aRtGA== |
| Ed. Code 49073.1 | Contract requirements for digital storage, maintenance and retrieval of student records - https://simbli.eboardsolutions.com/SU/7FfwnMqslshNm7slshTd7Gwp0bbg== |
| Ed. Code 49431-49431.7 | Nutritional standards - https://simbli.eboardsolutions.com/SU/VbIdc2N1RyrO8XDSzoAIsA== |
| Gov. Code 12990 | Nondiscrimination and compliance employment programs - https://simbli.eboardsolutions.com/SU/0oLrkZjswWyxu7Kv3Vgekg== |
| Gov. Code 53260 | Contract provision re maximum cash settlement - https://simbli.eboardsolutions.com/SU/eWKRc5bslshAVWDJXVuZjViXg== |
| Gov. Code 53262 | Employment contracts - https://simbli.eboardsolutions.com/SU/uMeVoE9plusYkznuzL8rislshZ6Q== |
| Gov. Code 84308 | Campaign disclosure - https://simbli.eboardsolutions.com/SU/n7Sz3yU8cLVytag8uq23bQ== |
| Lab. Code 1775 | Penalties for violations - https://simbli.eboardsolutions.com/SU/HHplusplus7plus0q6v9KDuK30stvNg== |
| Lab. Code 1810-1813 | Working hours - https://simbli.eboardsolutions.com/SU/a3hIO6GtNuvr3EdZ9TvRqw== |
| Pub. Cont. Code 20104.50 | Timely progress payments |
| Pub. Cont. Code 20111 | Contracts over $50,000; contracts for construction; award to lowest responsible bidder - https://simbli.eboardsolutions.com/SU/jLPOBzEdUi3MbupK2Q9JYw== |
| Pub. Cont. Code 22300 | Performance retentions - https://simbli.eboardsolutions.com/SU/pyObMuHzrvh91V5XSZV5IQ== |
| Pub. Cont. Code 4100-4114 | Subletting and subcontracting fair practices - https://simbli.eboardsolutions.com/SU/SVVj9AI64vXsVdTo4PDK5Q== |
| Pub. Cont. Code 6102 | Awarding of contracts - https://simbli.eboardsolutions.com/SU/OjdxzPTcnw7s2nDplusplussNyIQ== |
| Pub. Cont. Code 7104 | Contracts for excavations; discovery of hazardous waste - https://simbli.eboardsolutions.com/SU/cBw0xIxQ69jslshAtKSuslshhbDQ== |
| Pub. Cont. Code 7106 | Noncollusion affidavit - https://simbli.eboardsolutions.com/SU/be6SwbwzQgn7yzbiBVtPAg== |

| **Federal References** | **Description** |
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| 20 USC 1232g | Family Educational Rights and Privacy Act (FERPA) of 1974 |
| 20 USC 1681-1688 | Title IX of the Education Amendments of 1972; discrimination based on sex |
| 7 CFR 210.1-210.33 | National School Lunch Program - https://simbli.eboardsolutions.com/SU/Lv8UWI0wAizNvSHss7IA9Q== |
| 7 CFR 220.1-220.21 | National School Breakfast Program |

| **Management Resources References** | **Description** |
|---|---|
| CSBA Publication | Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005 |
| CSBA Publication | Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006 |
| Website | CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ== |
| Website | CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg== |
| Website | California Association of School Business Officials - https://simbli.eboardsolutions.com/SU/vplusVmEFNjoJhGgV6PRTIb0g== |

| **Cross References** | **Description** |
|---|---|
| 0100 | Philosophy - https://simbli.eboardsolutions.com/SU/KQuinamDQiK9aw3ZuW0UiQ== |
| 0200 | Goals For The School District - https://simbli.eboardsolutions.com/SU/VIhslshSaGqXuTsCMKpG2plusbSQ== |
| 0440 | District Technology Plan - https://simbli.eboardsolutions.com/SU/axwazcjjKskSaxTplusJVK3HA== |
| 0440 | District Technology Plan - https://simbli.eboardsolutions.com/SU/ctUEAMI5LG7fhlhBosO10A== |
| 1220 | Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A== |
| 1220 | Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPlpmLjio2ptoA== |
| 1230 | School-Connected Organizations - https://simbli.eboardsolutions.com/SU/F5tgpslshZS6CSXI2D7P2pmmw== |
| 1230 | School-Connected Organizations - https://simbli.eboardsolutions.com/SU/H0xq0dXqw6RtT55qw5UHcw== |
| 1321 | Solicitation Of Funds From And By Students - https://simbli.eboardsolutions.com/SU/iQpS8iwgyslshmeFBIItPa4RQ== |
| 1321 | Solicitation Of Funds From And By Students - https://simbli.eboardsolutions.com/SU/NIBQXN33YGNcAsKdUgAWmg== |
| 1325 | Advertising And Promotion - https://simbli.eboardsolutions.com/SU/WaWZslshVX95yzHAIbehiHplusplusw== |
| 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== |
| 2121 | Superintendent's Contract - https://simbli.eboardsolutions.com/SU/SrcoN8hwjplusCBpsEGTwmpaQ== |

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|---|---|
| 3000 | Concepts And Roles - https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA== |
| 3100 | Budget - https://simbli.eboardsolutions.com/SU/aC8PParglbjlhplusnObjfp2g== |
| 3100 | Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA== |
| 3230 | Federal Grant Funds - https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g== |
| 3230 | Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q== |
| 3290 | Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/lG5lslshMzQ0JfEYdyLngDxHQ== |
| 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== |
| 3311.1 | Uniform Public Construction Cost Accounting Procedures - https://simbli.eboardsolutions.com/SU/rb0xXd0rHH5cSKSzl3Kf4Q== |
| 3311.1 | Uniform Public Construction Cost Accounting Procedures - https://simbli.eboardsolutions.com/SU/jlp6skSplusF6VqHqd4A0ve6Q== |
| 3311.2 | Lease-Leaseback Contracts - https://simbli.eboardsolutions.com/SU/uUeplusB5lJk5S7CpviZCeDgQ== |
| 3311.3 | Design-Build Contracts - https://simbli.eboardsolutions.com/SU/Vt1IHMfQDwjVpED58wmjOw== |
| 3311.4 | Procurement Of Technological Equipment - https://simbli.eboardsolutions.com/SU/kkByhADGN5ByMPu5xtLaslshA== |
| 3314 | Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/MbHA9glHxrKze4llPVE9plusg== |
| 3314 | Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/PKOZIdoJTQSbrFsmrxxIlw== |
| 3400 | Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/clm77Hslsh9RplusDUndTMnG5tLg== |
| 3400 | Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/Eh4AWcSQOckQHzhhNrRWBQ== |
| 3460 | Financial Reports And Accountability - https://simbli.eboardsolutions.com/SU/7KslshaaRlvB93u64qPdHBJVA== |
| 3460 | Financial Reports And Accountability - https://simbli.eboardsolutions.com/SU/w1UWVRblvzFSH5gGf79KGA== |
| 3470 | Debt Issuance And Management - https://simbli.eboardsolutions.com/SU/xMB5SSaSDujcCk9t8CcU4A== |
| 3511.1 | Integrated Waste Management - https://simbli.eboardsolutions.com/SU/446owtNuPGJeN7exiV4vyg== |
| 3511.1 | Integrated Waste Management - https://simbli.eboardsolutions.com/SU/AbNlHdFZlucug7HPc46CnA== |
| 3540 | Transportation - https://simbli.eboardsolutions.com/SU/ebnf7LeW4sfZ9RmsGLcDuw== |
| 3540 | Transportation - https://simbli.eboardsolutions.com/SU/i2XE6plusoAe0A5pE5TWHBaQA== |
| 3551 | Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/aMslshpNvyGyfplusTuUKluUzHplusg== |
| 3551 | Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/NzALV7TjR6lTf6f5RvMjhA== |

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| 3554 | Other Food Sales - https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNeRTpX9plusfQ== |
| 3554 | Other Food Sales - https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapbIIBHwg== |
| 3555 | Nutrition Program Compliance - https://simbli.eboardsolutions.com/SU/I7xazfmPT9pSxWVVLXhoAA== |
| 3555-E PDF(1) | Nutrition Program Compliance - https://simbli.eboardsolutions.com/SU/iJVCLHplusd0emC5ahdOQgZGg== |
| 3555-E(1) | Nutrition Program Compliance - https://simbli.eboardsolutions.com/SU/bAccc4mn5slshgN2C6y0PpnWg== |
| 3600 | Consultants - https://simbli.eboardsolutions.com/SU/2syo8LTslsh3bq17jygmQYpPw== |
| 4030 | Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/NrEVwMw6PJJDL4bplus1RslshmwQ== |
| 4030 | Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/slshVbQa5Icplus7jCyplusN0vaOJnw== |
| 4112.23 | Special Education Staff - https://simbli.eboardsolutions.com/SU/gmZgmCslshLxxBI7mz2rvcd7A== |
| 4112.4 | Health Examinations - https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplusYhAUA== |
| 4200 | Classified Personnel - https://simbli.eboardsolutions.com/SU/Gfarf9slshWqzkn8n8quY1slsh1g== |
| 4200 | Classified Personnel - https://simbli.eboardsolutions.com/SU/jhplusY9B5OsA5a9pmo0NV8wg== |
| 4212.4 | Health Examinations - https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgsplusOA== |
| 4312.1 | Contracts - https://simbli.eboardsolutions.com/SU/G21QkoJmweXy5Bm5bslshK6eQ== |
| 4312.4 | Health Examinations - https://simbli.eboardsolutions.com/SU/n2s4CeoDPdaplusBzy0QkOCSw== |
| 5030 | Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6Im9g== |
| 5125 | Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA== |
| 5125 | Student Records - https://simbli.eboardsolutions.com/SU/aMeRdZmVplusqYsfeNpluspEkgwA== |
| 5145.6 | Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ== |
| 5145.6-E PDF(1) | Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew== |
| 5145.6-E PDF(2) | Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q== |
| 5148 | Child Care And Development - https://simbli.eboardsolutions.com/SU/VWiUZgh4RGGeEslshVkslsh8VR1g== |
| 5148 | Child Care And Development - https://simbli.eboardsolutions.com/SU/Cvhn2qSYRIRLP3bxx2fsjQ== |
| 6162.6 | Use Of Copyrighted Materials - https://simbli.eboardsolutions.com/SU/PLG8plus3O6AvdCDiuFbYKWnA== |
| 6162.6 | Use Of Copyrighted Materials - https://simbli.eboardsolutions.com/SU/qjuUyEwp6S6FOWflAzTP7w== |

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| 7140 | Architectural And Engineering Services - https://simbli.eboardsolutions.com/SU/Q6fs0woslshLPybGTBwTxC67Q== |
| 7140 | Architectural And Engineering Services - https://simbli.eboardsolutions.com/SU/plusgoG0wplus1h2DTplusu68qiaEtQ== |
| 9000 | Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA== |
| 9124 | Attorney - https://simbli.eboardsolutions.com/SU/1mm2Pwan3g2owCVSgTEStA== |
| 9320 | Meetings And Notices - https://simbli.eboardsolutions.com/SU/bYRFicsLGHplusfHq59V3nVNw== |
| 9322 | Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/plusEzbidYHqROMnQ9ReO3Itw== |
| 9323 | Meeting Conduct - https://simbli.eboardsolutions.com/SU/Q2DNQERfzcBY1yXrtDM5Xw== |

**Policy 3460: Financial Reports And Accountability**
**Original Adopted Date:** 11/01/2004 | **Last Revised Date:** ~~12~~09/01/~~2022~~2023 | **Last Reviewed Date:** ~~12~~09/01/~~2022~~2023

**Status:** ADOPTED

CSBA NOTE: The following policy is optional and should be revised to reflect district practice.

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal management policies and practices, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

CSBA NOTE: The following optional paragraph sets the Governing Board's expectation that the district's financial reports will adhere to generally accepted financial and accounting standards. The Governmental Accounting Standards Board (GASB) is a nonprofit agency that establishes financial and accounting standards for state and local government agencies, including school districts. By using the California Department of Education's (CDE) standardized account code structure (SACS) software to develop financial reports, the district will be assured of complying with generally accepted accounting principles prescribed by GASB and meeting other state and federal reporting guidelines.

The Superintendent or designee shall ensure that district financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financialreporting.

When required by law or as directed by the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When submission of any such report to a local, state, and/or federal agency requires prior Board approval, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report without breaking any applicable submission deadline.

CSBA NOTE: The Fiscal Crisis and Management Assistance Team (FCMAT) is an independent entity ~~created~~whose primary mission is to help districts identify, prevent, and resolve financial, operational, and data management challenges, including assisting districts to avert fiscal insolvency ~~and to provide~~, providing districts with fiscal management assistance. ~~In August 2019, FCMAT revised the 15 identified predictors of fiscal distress common in districts needing state intervention.~~, and creating efficient organizational operations. According to FCMAT's, "Indicators of Risk or Potential Insolvency for K-12 Local Education Agencies," the indicators of risk or potential insolvency include~~, but are not limited to,~~ conditions related to unreliable budget development, insufficient budget monitoring or updates, inadequate cash management, mismanaged collective bargaining agreements, increasing and/or unplanned contributions and transfers, continuing deficit spending, mismanaged employee benefits, ~~and~~ inattention to enrollment and attendance reporting, decreasing fund balance and reserve for economic uncertainty, ineffective internal controls and fraud prevention, breakdown in leadershipand communication, lack of multiyear planning, inattention to non-voter-approved debt and risk management, lack of position control, and other issues of concern.

In reviewing the district's budget ~~(see AR 3100 - Budget),~~, the County Superintendent of Schools is required by Education Code 42127 and 42127.6 to consider any studies, reports, evaluations, or audits of the district that contain evidence of fiscal distress based on the standards and criteria specified in Education Code 33127 or a finding that the district is in moderate or high risk of intervention based on the most common FCMAT indicators of a district needing intervention.; see BP/AR 3100 – Budget. In the event of any such evidence or finding, or if the district is showing fiscal distress under state criteria and standards for budgets or interim reports, as specified in 5 CCR 15440-15451 and 15453-15464, the County Superintendent is required to investigate whether the district may be unable to meet the current year's or two subsequent fiscal years' financial obligations.

The Board shall regularly assess the district's financial position and communicate the results to the public, and shall use financial reports to determine the actions and budget amendments, if any, that are needed to ensure the district's financial stability. If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall take action to resolve these conditions without delay. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to provide the district with needed advice or fiscal management or training.

CSBA NOTE: When a district is fiscally insolvent and is considering applying to the state for an emergency apportionment that exceeds 200 percent of the recommended reserve for that district, Education Code 41326 requires the Board to first discuss the need for that apportionment at a regular or special meeting. At that meeting, the Board ~~must~~is required to receive testimony from parents/guardians, exclusive representatives of employees of the district, and other community members. Any district that receives such an apportionment is subject to the conditions set forth in Education Code 41326, including assumption of all the Board's legal rights, duties, and powers by ~~a state-appointed administrator.~~the County Superintendent, who is required to appoint, with concurrence from the Superintendent of Public Instruction (SPI) and President of the State Board of Education (SBE), or the President's designee, an administrator to exercise the authority.

If the district is facing fiscal insolvency, the Board may consider applying to the state for an emergency apportionment that exceeds 200 percent of the district's recommended reserve. Before applying for such emergency apportionment, the Board shall discuss, at a regular or special meeting, the need for an emergency apportionment and receive testimony regarding the apportionment from parents/guardians, the exclusive representatives of employees of the district, and other members of the community. (Education Code 41326)

**Unaudited Actual Receipts and Expenditures**

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

**Gann Appropriations Limit Resolution**

On or before September 15, the Board shall, at a regular or special meeting, adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

**Interim Reports/Certification of Ability to Meet Fiscal Obligations**

CSBA NOTE: Education Code 42130 requires that the district issue two interim reports, as described below, based on the criteria and standards for fiscal stability adopted by ~~the State Board of Education (~~SBE) pursuant to Education Code 33127. These criteria and standards are delineated in 5 CCR 15453-15464. See the accompanying administrative regulation for further information about the contents of the interim reports.

Each fiscal year, the Superintendent or designee shall submit two interim reports to the Board. The first report shall cover the district's financial and budgetary status for the period ending October 31 and the second report shall cover the period ending January 31. These reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and, on the basis of the interim report and any additional financial information known by the Board, shall certify in writing whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. 1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years

2. 2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years

3. 3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

CSBA NOTE: Education Code 42130 and 42131 require that the interim report and certification be submitted to the County Superintendent in a format or on forms prescribed by the ~~Superintendent of Public Instruction (SPI).~~SPI. CDE requires that these be reported using the SACS software. Pursuant to Education Code 42131, upon receiving the certification, the County Superintendent is required to send any qualified or negative certification, along with the interim report, to the State Controller and the SPI.

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

CSBA NOTE: Education Code 4213 ... the County Superintendent 75 days after the close of the reporting period following the district's positive certification to ... or negative ...
of

qualified certification to negative. Districts may appeal the County Superintendent's determination to the SPI, who will then determine the certification to be given to the district.

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

CSBA NOTE: Whenever the district receives a qualified or negative certification, Education Code 42131 requires the County Superintendent, within 75 days after the close of the reporting period, to submit comments on the certification to the State Controller and the SPI and report any remedial action proposed or taken under the authority granted by Education Code 42127.6. Pursuant to Education Code 42127.6, the County Superintendent is required to take one or more of the following actions: (1) assign a fiscal expert to advise the district on the financial problems; (2) conduct a study of the district's financial and budgetary conditions including, but not limited to, a review of internal controls; (3) direct the district to submit a financial projection of all fund and cash balances as of June 30 of the current year and subsequent fiscal years; (4) require the district to encumber all contracts and other obligations, prepare appropriate cash flow analyses and monthly or quarterly budget revisions, and appropriately record all receivables and payables; (5) direct the district to submit a proposal for addressing the fiscal conditions that caused the negative or qualified certification; (6) withhold Board stipend and Superintendent compensation if requested financial information is not provided; and/or (7) assign FCMAT to review and provide recommendations to improve the district's teacher hiring process, teacher retention rate, ~~extent of teacher misassignment, and~~ percentage of provision of highly qualified teachers, and extent of teacher misassignment. Education Code 42131 also authorizes the State Controller to conduct an audit or review of the financial condition of any district having a negative or qualified certification.

Pursuant to Education Code 42652, a district that receives a qualified or negative certification also may lose the County Superintendent's or SPI's approval to draw warrants on the county treasury. Furthermore, pursuant to Education Code 42133, a district that receives a qualified or negative certification must have the County Superintendent's approval before issuing any certificates of participation, tax anticipation notes, revenue bonds, or other non-voter-approved debt (; see the section "Non-Voter-Approved Debt Report" in the accompanying administrative regulation~~)~~..

Whenever a district with a qualified or negative certification is negotiating a collective bargaining agreement, it must allow the County Superintendent 10 working days to review and comment on the proposed collective bargaining agreement pursuant to Government Code 3540.2; see BP 4143/4243 - Negotiations/Consultation.

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent. (Education Code 42131)

CSBA NOTE: Whenever the district's second interim report is accompanied by a qualified or negative certification, the district must submit another financial statement by June 1 as described below; this report is sometimes referred to as the "third interim report."

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

CSBA NOTE: Education Code 42637 authorizes the County Superintendent, upon concluding at any time during the fiscal year, that the district's budget does not comply with criteria and standards for fiscal stability adopted by ~~the~~ SBE, to conduct a comprehensive review of the district's financial and budgetary conditions and, if such a review is conducted, requires the County Superintendent to report the findings to the Board at a public meeting. According to FCMAT's , "Fiscal Oversight Guide,," the County Superintendent must exercise this authority when the district receives a negative certification and is authorized to do so when the district receives a qualified certification. After receiving the report, the Board is required to respond to the recommendations within 15 days.

If at any time during the fiscal year, the County Superintendent concludes that the district's budget does not comply with the standards and criteria for financial stability and conducts a comprehensive review of the district's financial and budgetary conditions, the Board shall review any report of the County Superintendent's findings and recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of the Board's proposed actions on the recommendation. (Education Code 42637)

**Audit Report**

CSBA NOTE: Pursuant to Education Code 41020, the Board must, no later than May 1 of each year, arrange for an audit of all the district's funds. However, if the Board has not provided for an audit by April 1, the County Superintendent must do so at the district's cost. Thus, the paragraph below reflects the April 1 deadline.

Pursuant to Education Code 41020, any district contract for auditing services must be approved by the Board and the County Superintendent if the district has a disapproved budget, has received a negative certification on any budget or interim report during the current fiscal year or either of the two preceding fiscal years, or has otherwise been determined by the County Superintendent to have a lack of goingconcern.

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

CSBA NOTE: Education Code 41020 requires the Board to select an auditor from a directory of certified public accountants and public accountants deemed by the State Controller as qualified to conduct audits of local education agencies. The State Controller is required to publish this directory by December 31 of each year.

In addition, Education Code 41020.5 prohibits the Board from employing any accountant identified by the State Controller as ineligible based on failure of past audits to comply with provisions of the K-12 annual audit guide. The State Controller will annually notify districts of ineligible accountants by March 1.

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

CSBA NOTE: Education Code 41020 requires that districts rotate auditors as specified below. However, the district mayrequest that the EducationAudit Appeals Panel waive this requirement if no otherwise eligible auditor is available to perform the audit.

Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm whose lead or coordinating audit partner having primary responsibility for the audit or whose audit partner responsible for reviewing the audit has performed audit services for the district in each of the six previous fiscal years shall not be selected to perform a district audit. (Education Code 41020)

CSBA NOTE: Education Code 41020.3 requires the Board to review the audit report at an open meeting by January 31 of each year. However, Education Code 41020 requires that the audit report be filed with the County Superintendent, CDE, and State Controller no later than December 15. Thus, it is recommended that the Board conduct its review of the audit prior to December 15 whenever possible.

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, ~~the~~ CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

**Audit Committee**

CSBA NOTE: The following optional section may be revised to reflect district practice. Although it is the responsibility of district staff to prepare financial statements and the responsibility of the independent auditor to assure that the information in the statements is reliable and fairly presented, establishment of an audit committee provides an additional mechanism to ensure fiscal responsibility, as well as providing an opportunity for community participation. Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees and BB 9130 - Board Committees.

TheBoardmayappoint an auditcommitteecomposed of staffknowledgeable about fiscalmatters, other staff, and representatives of the community.

The committee shall serve in an advisory capacity and may:

1. 1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and41020.5

2. 2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit

3. 3. Review the results of the audit and participate with the independent auditor and management inpreparing final recommendations and responses

4. 4. Participate with the independent auditor in presenting the audit report to the Board

5. 5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting

6. 6. Provide input on the effectiveness of the independent auditor

7. 7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems



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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 thepolicy.

| State | Description |
|---|---|
| 2 CCR 1859.104 | Leroy F. Greene School Facilities Program; reporting requirements |
| 5 CCR 15060 | Standardized account code structure |
| 5 CCR 15070 | Submission of reports using standardized account code structure |
| 5 CCR 15440-15451 | Criteria and standards for school district budgets |
| 5 CCR 15453-15464 | Criteria and standards for school district interim reports 5 |
| CCR 19810-~~19816~~19826.1 | Audits |
| Ed. Code 1240 | County superintendent of schools; duties |
| Ed. Code 14500-14508 | Financial and compliance audits |
| Ed. Code 17070.10-17079.30 | Leroy F. Greene School Facilities Act |
| Ed. Code 17150-17150.1 | Public disclosure of non-voter-approved debt |
| Ed. Code 17170-17199.~~5~~6 | California School Finance Authority |
| Ed. Code 33127 | Standards and criteria for local budgets and expenditures |
| Ed. Code 33128 | Standards and criteria; inclusions |
| Ed. Code 33129 | Standards and criteria; use by local agencies |
| Ed. Code 35035 | Powers and duties of the superintendent; transfer authority |

| | |
|---|---|
| Ed. Code 41010-41024 | Accounting system and audits |
| Ed. Code ~~41326~~41320-41322 | Emergency apportionments |
| Ed. Code 41325-41329 | Conditions on emergency apportionments |
| Ed. Code 41344 | Repayment of apportionment significant audit exceptions |
| Ed. Code 41344.1 | Appeals of audit findings |
| Ed. Code 41455 | Examination of financial problems of local districts |
| Ed. Code 42100-42105 | Requirement to prepare and file annual statement |
| Ed. Code 42122-42129 | Budget requirements |
| Ed. Code 42130-42134 | Financial reports and certifications |
| Ed. Code 42140-42142 | Public disclosure of fiscal obligations |
| Ed. Code 42637 | Countysuperintendentreview of district'sfinancial and budgetary conditions |
| Ed. Code 42652 | Revocation or suspension of warrant authority |
| Ed. Code 48300-48316 | Student attendance alternatives; school district of choice program |
| Ed. Code 52060-52077 | Local control and accountability plan |
| Gov. Code 16429.1 | Local agency investment fund |
| Gov. Code 3540.2 | Meeting and negotiating in public educational employment |
| Gov. Code 53646 | Treasurer reports and statements of investment policy |
| Gov. Code 7900-7914 | Appropriations limit |

| **Federal** | **Description** |
|---|---|
| 2 CFR 200.0-200.521 | Federal uniform grant guidance |
| 31 USC 7501-7507 | Single audits of federal program funds |

| **Management Resources** | **Description** |
|---|---|
| California Department of Education Communication | New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007 |
| California Department of Education Communication | Audit Resolution Process: Repayment Plans, December 8, 2000 |
| Fiscal Crisis & Management Assistance Team Pub. | Indicators of Risk or Potential Insolvency For K-12 Local Education Agencies |
| Fiscal Crisis & Management Assistance Team Pub. | Fiscal Oversight Guide for AB 1200, AB 2756, AB 1840 and Related Legislation, September 2021 |
| Governmental Accounting Standards Board Statement | Statement 87, Leases, June 2017 |

| | |
|---|---|
| Governmental Accounting Standards Board Statement | Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, ~~March~~February 2009 |
| Governmental Accounting Standards Board Statement | Statement 75, Accounting and Financial Reporting ~~by~~ ~~Employers~~ for Post-employment Benefits Other Than Pensions, June 2015 |
| Governmental Accounting Standards Board Statement | Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999 |
| Education Audit Appeals Panel Publication | Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting |
| Office of Attorney General Publication | Guidance Regarding Laws Governing School Closures and BestPractices for Implementation in California, April 2023 |
| ~~State Controller Publication~~ | ~~Standards and Procedures for Audits of California K-12 Local Educational Agencies~~ |
| U.S. Gov. Accountability Office & PCIE Publication | Financial Audit Manual, |
| U.S. Gov. Accountability Office & PCIE Publication | revised 2008 Government Auditing Standards, 2011 |
| Website | CSBA District and County Office of Education Legal Services |
| Website | Governmental Accounting Standards Board |
| Website | California State Controller |
| Website | U.S. Government Accountability Office |
| Website | California County Superintendents ~~Educational~~ ~~Services~~ ~~Association~~ |
| Website | California Department of Education, Finance and Grants |
| Website | Education Audit Appeals Panel |
| Website | Fiscal Crisis and Management Assistance Team |
| Website | CSBA |
| Website | California Association of School Business Officials |
| Website | Office of Management and Budget |
| Website | School Services of California, Inc. |

## Cross References

| Code | Description |
|---|---|
| 0460 | Local Control And Accountability Plan |

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|---|---|
| 0500 | Accountability |
| 1220 | Citizen Advisory Committees |
| 1220 | Citizen Advisory Committees |
| 1340 | Access To District Records |
| 1340 | Access To District Records |
| 3000 | Concepts And Roles |
| 3100 | Budget |
| 3100 | Budget |
| 3110 | Transfer Of Funds |
| 3220.1 | Lottery Funds |
| 3230 | Federal Grant Funds |
| 3230 | Federal Grant Funds |
| 3280 | Sale Or Lease Of District-Owned Real Property |
| 3280 | Sale Or Lease Of District-Owned Real Property |
| 3290 | Gifts, Grants And Bequests |
| 3300 | Expenditures And Purchases |
| 3312 | Contracts |
| 3314 | Payment For Goods And Services |
| 3314 | Payment For Goods And Services |
| 3314.2 | Revolving Funds |
| 3400 | Management Of District Assets/Accounts |
| 3400 | Management Of District Assets/Accounts |
| 3430 | Investing |
| 3430 | Investing |
| 3451 | Petty Cash Funds |
| 3452 | Student Activity Funds |
| 3470 | Debt Issuance And Management |
| 3510 | Green School Operations |
| 3551 | Food Service Operations/Cafeteria Fund |
| 3551 | Food Service Operations/Cafeteria Fund |
| 3580 | District Records |

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| 3580 | District Records |
| 4143 | Negotiations/Consultation |
| 4143.1 | Public Notice - Personnel Negotiations |
| 4143.1 | Public Notice - Personnel Negotiations |
| 4154 | Health And Welfare Benefits |
| 4154 | Health And Welfare Benefits |
| 4243 | Negotiations/Consultation |
| 4243.1 | Public Notice - Personnel Negotiations |
| 4243.1 | Public Notice - Personnel Negotiations |
| 4254 | Health And Welfare Benefits |
| 4254 | Health And Welfare Benefits |
| 4312.1 | Contracts |
| 4331 | Staff Development |
| 4354 | Health And Welfare Benefits |
| 4354 | Health And Welfare Benefits |
| 5117 | Interdistrict Attendance |
| 5117 | Interdistrict Attendance |
| 5126 | Awards For Achievement |
| 5126 | Awards For Achievement |
| 6117 | Year-Round Schedules |
| 7210 | Facilities Financing |
| 7212 | Mello-Roos Districts |
| 7214 | General Obligation Bonds |
| 7214 | General Obligation Bonds |
| 9000 | Role Of The Board |
| 9130 | Board Committees |
| 9140 | Board Representatives |
| 9322 | Agenda/Meeting Materials |

**Policy 3460: Financial Reports And Accountability** **Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 **| Last Revised Date:** 04/13/2023 **| Last Reviewed Date:** 04/13/2023

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal management policies and practices, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

The Superintendent or designee shall ensure that district financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When submission of any such report to a local, state, and/or federal agency requires prior Board approval, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report without breaking any applicable submission deadline.

The Board shall regularly assess the district's financial position and communicate the results to the public, and shall use financial reports to determine the actions and budget amendments, if any, that are needed to ensure the district's financial stability. If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall take action to resolve these conditions without delay. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to provide the district with needed advice or fiscal management or training.

**Unaudited Actual Receipts and Expenditures**

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

**Gann Appropriations Limit Resolution**

On or before September 15, the Board shall, at a regular or special meeting, adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education Code 42132; Government Code 7910)

**Interim Reports/Certification of Ability to Meet Fiscal Obligations**

Each fiscal year, the Superintendent or designee shall submit two interim reports to the Board. The first report shall cover the district's financial and budgetary status for the period ending October 31 and the second report shall cover the period ending January 31. These reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and, on the basis of the interim report and any additional financial information known by the Board, shall certify in writing whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years

2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years

3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent. (Education Code 42131)

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

If at any time during the fiscal year, the County Superintendent concludes that the district's budget does not comply with the standards and criteria for financial stability and conducts a comprehensive review of the district's financial and budgetary conditions, the Board shall review any report of the County Superintendent's findings and recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of the Board's proposed actions on the recommendation. (Education Code 42637)

**Audit Report**

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm whose lead or coordinating audit partner having primary responsibility for the audit or whose audit partner responsible for reviewing the audit has performed audit services for the district in each of the six previous fiscal years shall not be selected to perform a district audit. (Education Code 41020)

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

**Audit Committee**

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5

2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit

3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses

4. Participate with the independent auditor in presenting the audit report to the Board

5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting

6. Provide input on the effectiveness of the independent auditor

7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

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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 |
| --- | --- |
| 2 CCR 1859.104 | Leroy F. Greene School Facilities Program; reporting requirements - https://simbli.eboardsolutions.com/SU/tR4Nz9gBf6HsIshNNplus3IquQwQ== |
| 5 CCR 15060 | Standardized account code structure |
| 5 CCR 15070 | Submission of reports using standardized account code structure |
| 5 CCR 15440-15451 | Criteria and standards for school district budgets |
| 5 CCR 15453-15464 | Criteria and standards for school district interim reports |
| 5 CCR 19810-19826.1 | Audits |
| Ed. Code 1240 | County superintendent of schools; duties - https://simbli.eboardsolutions.com/SU/zxiNbLNKXQ1Z3w2H1beZIA== |
| Ed. Code 14500-14508 | Financial and compliance audits - https://simbli.eboardsolutions.com/SU/ExILRgXIGIFUpluskbtjAagJg== |
| Ed. Code 17070.10-17079.30 | Leroy F. Greene School Facilities Act - https://simbli.eboardsolutions.com/SU/fu4PsUtUAb4qYYOY9breHg== |
| Ed. Code 17150-17150.1 | Public disclosure of non-voter-approved debt - https://simbli.eboardsolutions.com/SU/nuHTCc4wIq8BirS8egAI9w== |
| Ed. Code 17170-17199.6 | California School Finance Authority - https://simbli.eboardsolutions.com/SU/pjzTbdonCFPeq45e9kk37g== |
| Ed. Code 33127 | Standards and criteria for local budgets and expenditures - https://simbli.eboardsolutions.com/SU/SSdOjwErCwuHepXm11cupg== |
| Ed. Code 33128 | Standards and criteria; inclusions - https://simbli.eboardsolutions.com/SU/3184h0BVhxhAFbUxIDmH2Q== |

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|---|---|
| Ed. Code 33129 | Standards and criteria; use by local agencies - https://simbli.eboardsolutions.com/SU/L1ncSJu5rgNwpJLaNWb1fQ== |
| Ed. Code 35035 | Powers and duties of the superintendent; transfer authority - https://simbli.eboardsolutions.com/SU/U8vkIOrjIenvguXkYb3gIg== |
| Ed. Code 41010-41024 | Accounting system and audits - https://simbli.eboardsolutions.com/SU/iySoWvuYwi7FVxfDFGU9KA== |
| Ed. Code 41320-41322 | Emergency apportionments - https://simbli.eboardsolutions.com/SU/X9fslshC2BSMPq4PWQ0hV74NQ== |
| Ed. Code 41325-41329 | Conditions on emergency apportionments - https://simbli.eboardsolutions.com/SU/HzK0ani2VSo3Py20VJUrfQ== |
| Ed. Code 41344 | Repayment of apportionment significant audit exceptions - https://simbli.eboardsolutions.com/SU/od7pYfTq8FLslshw404NBw18w== |
| Ed. Code 41344.1 | Appeals of audit findings - https://simbli.eboardsolutions.com/SU/MTD5yplus58zWpeFwiKgjh3rQ== |
| Ed. Code 41455 | Examination of financial problems of local districts - https://simbli.eboardsolutions.com/SU/ZaTozp4K1ri3OfqKB0z2kA== |
| Ed. Code 42100-42105 | Requirement to prepare and file annual statement |
| Ed. Code 42122-42129 | Budget requirements - https://simbli.eboardsolutions.com/SU/UslshplusgtcbaNzajbYDPIR1sGQ== |
| Ed. Code 42130-42134 | Financial reports and certifications - https://simbli.eboardsolutions.com/SU/gislshrA3TTePb0MdGcbplussShQ== |
| Ed. Code 42140-42142 | Public disclosure of fiscal obligations - https://simbli.eboardsolutions.com/SU/VOJN7yFnzAJj8mXfiBI2tQ== |
| Ed. Code 42637 | County superintendent review of district's financial and budgetary conditions - https://simbli.eboardsolutions.com/SU/b2B8xnOz9UZ2OwaslshF5TSMA== |
| Ed. Code 42652 | Revocation or suspension of warrant authority - https://simbli.eboardsolutions.com/SU/ixMxvvMvg3hIvL8uD1hxhQ== |
| Ed. Code 48300-48316 | Student attendance alternatives; school district of choice program - https://simbli.eboardsolutions.com/SU/8mggUppWu6f117Bg4H4yfg== |
| Ed. Code 52060-52077 | Local control and accountability plan - https://simbli.eboardsolutions.com/SU/kjIplusPzLslshIt7rP0BfXZYJuQ== |
| Gov. Code 16429.1 | Local agency investment fund - https://simbli.eboardsolutions.com/SU/stLTNmcN6WKprIlwxXzqCw== |
| Gov. Code 3540.2 | Meeting and negotiating in public educational employment - https://simbli.eboardsolutions.com/SU/opluspuGIAutoQsWU1hajyX3Q== |
| Gov. Code 53646 | Treasurer reports and statements of investment policy - https://simbli.eboardsolutions.com/SU/imIChzDbEYS3Iiu1qoFBJA== |
| Gov. Code 7900-7914 | Appropriations limit - https://simbli.eboardsolutions.com/SU/rt85h8RJO7GYs020InFLZw== |

| **Federal References** | **Description** |
|---|---|
| 2 CFR 200.0-200.521 | Federal uniform grant guidance |
| 31 USC 7501-7507 | Single audits of federal program funds |

| **Management Resources References** | **Description** |
|---|---|
| California Department of Education Communication | New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007 |
| California Department of Education Communication | Audit Resolution Process: Repayment Plans, December 8, 2000 |

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| Education Audit Appeals Panel Publication | Guide for Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting |
| Fiscal Crisis & Management Assistance Team Pub. | Indicators of Risk or Potential Insolvency For K-12 Local Education Agencies |
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| Governmental Accounting Standards Board Statement | Statement 87, Leases, June 2017 |
| Governmental Accounting Standards Board Statement | Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999 |
| Governmental Accounting Standards Board Statement | Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009 |
| Governmental Accounting Standards Board Statement | Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015 |
| Office of Attorney General Publication | Guidance Regarding Laws Governing School Closures and Best Practices for Implementation in California, April 2023 |
| U.S. Gov. Accountability Office & PCIE Publication | Government Auditing Standards, 2011 |
| U.S. Gov. Accountability Office & PCIE Publication | Financial Audit Manual, revised 2008 |
| Website | CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ== |
| Website | Governmental Accounting Standards Board - https://simbli.eboardsolutions.com/SU/fOzyLiplusQIvf5bslshbBggjhog== |
| Website | California State Controller - https://simbli.eboardsolutions.com/SU/GDLauCiDFI4Ms1eIPGARvA== |
| Website | U.S. Government Accountability Office - https://simbli.eboardsolutions.com/SU/HvuRwrdop7OnnXIYFVN3Mw== |
| Website | California Department of Education, Finance and Grants - https://simbli.eboardsolutions.com/SU/gCBslshNI2CDjZqs24TpVv3gw== |
| Website | Education Audit Appeals Panel - https://simbli.eboardsolutions.com/SU/6VovW08Qz3ek2v0oFNslshtMg== |
| Website | California County Superintendents - https://simbli.eboardsolutions.com/SU/Wyr1WplusZPL9SDth52IMoLrg== |
| Website | Office of Management and Budget - https://simbli.eboardsolutions.com/SU/yMG7KarnCslshuDeiihOx8ZiA== |
| Website | School Services of California, Inc. - https://simbli.eboardsolutions.com/SU/nzOINPGdklslshZR9e7VNuDXg== |
| Website | Fiscal Crisis and Management Assistance Team - https://simbli.eboardsolutions.com/SU/1KDBnxplus9GCiDTyFvbLOOxQ== |
| Website | CSBA - https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg== |
| Website | California Association of School Business Officials - https://simbli.eboardsolutions.com/SU/vplusVmEFNjoJhGgV6PRTIb0g== |

| **Cross References** | **Description** |
|---|---|
| 0460 | Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/bNM83O154Fe5slshi3ubUeINg== |
| 0460 | Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/cDgdwl1j9pYAV4p5F786Rg== |
| 0500 | Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA== |

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|---|---|
| 1220 | Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtApIyjbDavhR6A== |
| 1220 | Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPlpmLjio2ptoA== |
| 1340 | Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q== |
| 1340 | Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg== |
| 3000 | Concepts And Roles - https://simbli.eboardsolutions.com/SU/koBYB6aFeYqPaslsh55nD9MkA== |
| 3100 | Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g== |
| 3100 | Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA== |
| 3110 | Transfer Of Funds - https://simbli.eboardsolutions.com/SU/7e1gYbBPTecIM7Q1Mv48rA== |
| 3220.1 | Lottery Funds - https://simbli.eboardsolutions.com/SU/orz4psLsmV7QqRkugiduLQ== |
| 3230 | Federal Grant Funds - https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g== |
| 3230 | Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q== |
| 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== |
| 3290 | Gifts, Grants And Bequests - https://simbli.eboardsolutions.com/SU/IG5lslshMzQ0JfEYdyLngDxHQ== |
| 3300 | Expenditures And Purchases - https://simbli.eboardsolutions.com/SU/PiJMZVvpjV1P1BWzGWwzAA== |
| 3312 | Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA== |
| 3314 | Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/MbHA9gIHxrKze4IIPVE9plusg== |
| 3314 | Payment For Goods And Services - https://simbli.eboardsolutions.com/SU/PKOZIdoJTQSbrFsmrxxIlw== |
| 3314.2 | Revolving Funds - https://simbli.eboardsolutions.com/SU/hAacxs5JW5sin4sWeIBZ2g== |
| 3400 | Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/cIm77Hslsh9RplusDUndTMnG5tLg== |
| 3400 | Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/Eh4AWcSQOckQHzhhNrRWBQ== |
| 3430 | Investing - https://simbli.eboardsolutions.com/SU/BxJ70GkcLv4wxiQNpOWqpw== |
| 3430 | Investing - https://simbli.eboardsolutions.com/SU/oWBREVOT7hhxE2uBDT7Zag== |
| 3451 | Petty Cash Funds - https://simbli.eboardsolutions.com/SU/ctuGLYOp9AoSFMqFM9wU5Q== |
| 3452 | Student Activity Funds - https://simbli.eboardsolutions.com/SU/ZwslshsZbrB8d0hcJAHSgxdpg== |
| 3470 | Debt Issuance And Management - https://simbli.eboardsolutions.com/SU/xMB5SSaSDujcCk9t8CcU4A== |

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|---|---|
| 3510 | Green School Operations - https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA== |
| 3551 | Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/aMslshpNvyGyfplusTuUKluUzHplusg== |
| 3551 | Food Service Operations/Cafeteria Fund - https://simbli.eboardsolutions.com/SU/NzALV7TjR6lTf6f5RvMjhA== |
| 3580 | District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g== |
| 3580 | District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q== |
| 4143 | Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/2Cyp5HS4R1aumR0WVV3uCw== |
| 4143.1 | Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/RITIVSoi2j8hozBfepnWiQ== |
| 4143.1 | Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/T4slsh1R1GXMRHdDCSw8nslZQ== |
| 4154 | Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/haplusOjplus0Lu2FslshS6slsh1dTDpiA== |
| 4154 | Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/RtHnCNGFzN91fPKpluszTCrOQ== |
| 4243 | Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/NPMGKYZBEIAVLaihslshWCDdA== |
| 4243.1 | Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/XDnv1qAV9GMXWvpy3i2JTA== |
| 4243.1 | Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/3Rp02YqTU8U2SBQ2lSr6uw== |
| 4254 | Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/LyPHx1aFqhqrnPjFchr8fw== |
| 4254 | Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/Aolbe0XsyKo7WnK93lnvlg== |
| 4312.1 | Contracts - https://simbli.eboardsolutions.com/SU/G21QkoJmweXy5Bm5bslshK6eQ== |
| 4331 | Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw== |
| 4354 | Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/h706eDUeQJpjlyYgsqDFCQ== |
| 5117 | Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g== |
| 5117 | Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8kslbpS7OxQBTiX2Y03LGA== |
| 5126 | Awards For Achievement - https://simbli.eboardsolutions.com/SU/AVChH8plusSyslshvjzeplusGFxFJWA== |
| 5126 | Awards For Achievement - https://simbli.eboardsolutions.com/SU/LBi913slshOg6sE9sNUUjspJA== |
| 7210 | Facilities Financing - https://simbli.eboardsolutions.com/SU/u7P3SQroAxus9PotBZiwyQ== |
| 7212 | Mello-Roos Districts - https://simbli.eboardsolutions.com/SU/33niA7kMhVRALuJ35c7Zyw== |
| 7214 | General Obligation Bonds - https://simbli.eboardsolutions.com/SU/CjdxaqWYL8ttaua4uYpuew== |

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|---|---|
| 7214 | General Obligation Bonds - https://simbli.eboardsolutions.com/SU/by0EhzPoKMEew61tVs07plusQ== |
| 9000 | Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA== |
| 9130 | Board Committees - https://simbli.eboardsolutions.com/SU/zttbsXMjnVGFMUQTUzCyOw== |
| 9140 | Board Representatives - https://simbli.eboardsolutions.com/SU/hMjSJqMV1ZslshPqfj94UpAwQ== |
| 9322 | Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/plusEzbidYHqROMnQ9ReO3Itw== |

**Policy 3551: Food Service Operations/Cafeteria Fund**
**Original Adopted Date:** 03/01/2018 | **Last Revised Date:** ~~06~~09/01/~~2022~~2023 | **Last Reviewed Date:** ~~06~~09/01/~~2022~~2023

**Status:** ADOPTED

CSBA NOTE: The following **conditionally mandated** policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are **mandated** to adopt policy addressing meal charges; see the section "Meal Sales" below and the accompanying administrative regulation. However, with the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, ~~as added by AB 130 (Ch. 44, Statutes of 2021),~~ all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. ~~Consequently, certain program requirements may no longer be applicable~~Consequently, certain program requirements may no longer be applicable. For example, the California Department of Education (CDE) which, by law, provides guidance and oversight on the use of federal funding in nutrition programs, clarifies in Nutrition Services Division Management Bulletin SNP-04-2023 that districts that operate a non-pricing program such as the California Universal Meals Program, the Community Eligibility Program, or Provision 2 at all sites are not required to establish a meal charge policy because no students are charged for meals.

In view of the potential conflict between the federal requirement and CDE guidance, it is recommended that districts adopt thispolicy and accompanyingadministrativeregulationwhich addresses meal charges, even if the district operates a non-pricing program such as the California Universal Meals Program. Districts with questions about meal charge policies should consult CSBA's District and County Offices of Education or district legal counsel.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to construct buildings. Authorized expenditures are specified in Education Code 38101 and defined in ~~the California Department of Education's (CDE)~~CDE's, "California School Accounting Manual."

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. Toensureprogramquality and cost effectiveness, the Superintendent or designeeshall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

CSBA NOTE: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with averagedaily attendance of less than 2,500. SeeCDE'sNutritionServicesDivisionManagement Bulletin SNP-13-2020 for updated information about state hiring standards.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training, at least once each year, on food service administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures). In addition, all food service personnel are required to receive annual training that is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and to ensure program compliance and integrity. Food service personnel must obtain certification on an annual basis to demonstrate competence in the training. Such training is required to include modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. See CDE's ~~web site~~website for online training that meets these requirements.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

**Meal Sales**

CSBA NOTE: ~~Commencing~~In accordance with ~~the 2022-23 school year,~~ Education Code 49501.5, each district is required~~, pursuant to Education Code 49501.5, as added by AB 130,~~ to provide a nutritionally adequate breakfast and lunch free of charge, to any student who requests a meal, regardless of the student's eligibility for participation in the federal free or reduced-price meal program. Consequently, only nonprogram foods may be sold to students. For further information, see BP3553 - Free and Reduced Price Meals.

Pursuant to Education Code 49495, as added by AB 558 (Ch. 905, Statutes of 2022), CDE has developed guidance, "Breakfast and Snacks for Nonschoolaged Children," available on its website, which provides information on the allowability and options for offering nonschoolaged children breakfast or a morning snack at a school site.

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

CSBA NOTE: Pursuant to Education Code 38082, the Governing Board is authorized to adopt a resolution to permit the serving of meals to individuals and organizations other than those specified in the preceding paragraph. CDE's Nutrition Services Division Management Bulletin SNP- 04-2021 states that funds from the National School Lunch or Breakfast Program may not be used to serve any nonstudent~~.~~, that the price of an adult meal must fully cover all costs incurred in the production of the meal, including USDA Food fair market value, and that the common practice of 50 cent markup method to price adult meals may not be in compliance with USDA FNS instruction. The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect districtpractice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

CSBA NOTE: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, which are paid from district funds other than the cafeteria fund, pursuant to Education Code 38100).

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

CSBA NOTE: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are **mandated** to have a written and clearly communicated meal charge policy. See the accompanying administrative regulation for additional language fulfilling this mandate.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

**Cafeteria Fund and Account**

CSBA NOTE: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and ~~USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities,"~~ USDA Memorandum SP60-2016 provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

CSBA NOTE: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

**OPTION 1: (Food service employe s paid from general und)**

The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

**OPTION 1 ENDS HERE**

**OPTION 2:** **(Food service employees paid from cafeteria fund)**

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

**OPTION 2 ENDS HERE**

**Contracts with Outside Services**

CSBA NOTE: The following section is optional. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. Education Code 45103.5, 42 USC 1758, and 7 CFR 210.16 authorize a district, under specified conditions, and with approval of CDE, to contract with a food service management company to manage food service operations in any district school. See the accompanying administrative regulation for related requirements.

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

**Procurement of Foods, Equipment and Supplies**

CSBA NOTE:The following twoparagraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program.

Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. USDA's Memorandum SP 38-2017 clarifies that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to the Memorandum, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States. Districts should include a Buy American clause in all product specifications, solicitations, purchase orders, and any other procurement documents to ensure contractors are aware of this requirement.

Limited exceptions to the BuyAmerican requirement are described in USDA's Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, CDE ~~is required to make resources, requirements, and best practices related to the Buy American provision~~has made information available on its ~~web site and to provide districts with related USDA guidance or regulations as updates are issued.~~website; see the, “Buy American Provision,” section in, “Procurement in the CNPs Frequently Asked Questions”.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

CSBA NOTE: Pursuant to Food and Agriculture Code 58596.3, as added by SB 490 (Ch. 602, Statutes of 2022), commencing on January 1, 2024, districts participating in the National School Lunch and/or Breakfast Program, except those with annual reimbursement of less than $1,000,000, are also required to comply with the requirements specified in the following paragraph.

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, ~~or when competitive bids reveal~~ the ~~costs~~quality of ~~a United States~~the domestic product ~~are significantly higher than~~ is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception. -

~~Furthermore,~~ for three years from the date of purchase. (Food and Agriculture Code 58596.3)

CSBA NOTE: The following paragraph applies to all districts, whether or not they participate in the National School Lunch or Breakfast Program. Food and Agriculture Code 58595, as amended by AB 778 (Ch. 576, Statutes of 2022), requires a district ~~shall~~to accept a bid or price for an agricultural food productgrown in California before accepting a bid or price for ana domesticagriculturalfoodproduct that is grown outside the state, when the conditions specified below are met.]

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price ~~of a~~for domestic product produced outside the state. (Food and Agriculture Code 58595)

CSBA NOTE:Pursuant to Public ContractCode 20111, districtsparticipating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

**Program Monitoring and Evaluation**

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

CSBA NOTE: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. ~~The~~ CDE performs an ~~Administrative Review~~administrative review of participating districts every three years. See CDE's nutrition services ~~web site~~website for a current list of documents that may be requested forthe review.

TheSuperintendent or designeeshallprovideallnecessarydocumentationrequired for the Administrative Reviewconducted by CDE to ensure compliance of the district's food service program with federal requirements.

**Policy Reference UPDATE Service**


**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 15550-15565 | School lunch and breakfast programs |
| 12 CCR 18928-18998.4 | Short-lived climate pollutants |
| Ed. Code 38080-38086 | School meals |
| Ed. Code 38090-38095 | Cafeterias; funds and accounts |
| Ed. Code 38100-38103 | Cafeterias; allocation of charges |
| Ed. Code 42646 | Alternate payroll procedure |
| Ed. Code 45103.5 | Contracts for management consulting services; restrictions |
| Ed. Code 49490-49494 | School breakfast and lunch programs |
| Ed. Code 49500-49505 | School meals |
| Ed. Code 49550-49564.5 | Meals for needy students |
| Ed. Code 49554 | Contract for services |
| Ed. Code 49580-49581 | Food recovery program |
| F&A Code 58595 | Preference for California-grown agricultural products |
| F&A Code 58596.1-58596.5 | Buy American Food Act; purchase of nondomestic agricultural food products |
| H&S Code 113700-114437 | California Retail Food Code; sanitation and safety requirements |
| Pub. Cont. Code 2000-2002 | Responsive bidders |
| Pub. Cont. Code 20111 | Contracts over $50,000; contracts for construction; award to lowest responsible bidder |
| Pub. Cont. Code 3410 | U.S. produce and processed foods |

| Federal | Description |
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| 2 CFR 200 | Appendix VII Indirect cost proposals |
| 2 CFR 200.318-200.326 | Procurement standards |
| 2 CFR 200.400-200.475 | Cost principles |
| 2 CFR 200.56 | Indirect costs; definition |
| 42 USC 1751-1769j | School Lunch Program |
| 42 USC 1771-1793 | Child Nutrition Act |
| 42 USC 1773 | School Breakfast Program |
| ~~7 CFR 210.1-210.31~~ | ~~National School Lunch Program~~ |
| 7 CFR 210.1-210.33 | National School Lunch Program |
| ~~7 CFR 220.1-220.21~~ | ~~National School Breakfast Program~~ |
| ~~7 CFR 220.1-220.22~~ | ~~National School Breakfast Program~~ |
| 7 CFR 245.8 | Nondiscrimination practices for students eligible for free and reduced price meal and free milk |
| 7 CFR 250.1-250.70 | USDA foods |

| **Management Resources** | **Description** |
|---|---|
| CA Department of Education Publication | California School Accounting Manual (https:/ www.cde.ca.gov/fg/ac/sa/) |
| California Department of Education Publication | Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP- 04-2021, August 2021 |
| California Department of Education Publication | (https:/ www.cde.ca.gov/ls/nu/sn/mbsnp042021.asp) |
| California Department of Education Publication | Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015 (https:/ www.cde.ca.gov/ls/nu/sn/mbsnp132015.asp) |
| California Department of Education Publication | |
| California Department of Education Publication | Cafeteria Funds~~–~~—Allowable Uses, NSD Management Bulletin, ~~NSD-~~SNP-05-2020, February 2020 |
| California Department of Education Publication | (https:/ www.cde.ca.gov/ls/nu/sn/mbsnp052020 .asp) |
| | Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022 (https:/ www.cde.ca.gov/ls/nu/sn/mbsnp042022.asp) |
| | Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023 |

(https://www.cde.ca.gov/ls/nu/sn/mbsnp042023.asp)

Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023 (https://www.cde.ca.gov/ls/nu/sn/mbsnp052523.asp)

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|---|---|
| California Department of ~~Education~~Social Services Publication | Food Distribution Program Administrative Manual (https:/ www.cdss.ca.gov/cacfp/resources/ cacfp- administrative-manual) |
| California Department of Education Publication | Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018 (https:/ www.cde.ca.gov/ls/nu/fd/mbfdp012018.asp) |
| U.S. Department of Agriculture Publication | Procuring Local Foods for Child Nutrition Programs, January 2022 (https:/ www.fns.usda.gov/f2s/procuring-local-foods) |
| U.S. Department of Agriculture Publication | Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016 (https:/ www.fns.usda.gov/cn/indirect-cost-guidance) |
| U.S. Department of Agriculture Publication | Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019 (https:/ www.fns.usda.gov/cn/buy-american-and-agriculture-improvement-act) |
| U.S. Department of Agriculture Publication | Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017 (https:/ www.fns.usda.gov/nslp/compliance-enforcement-buy-american) |
| U.S. Department of Agriculture Publication | Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014 (https:/ www.fns.usda.gov/cn/discretionary-elimination-reduced-price-charges-school-meal-programs) |
| U.S. Department of Agriculture Publication | Unpaid Meal Charges: Local Meal Charge Policies, SP-46- 2016, July 2016 (https:/ www.fns.usda.gov/cn/unpaid-meal-charges-local-meal-charge-policies) |
| U.S. Dept of Agriculture Publication | School Meals ~~-~~– FAQs (https:/ www.fns.usda.gov/cn/school-meals-faqs) |
| Website | CSBA District and County Office of Education Legal Services |
| Website | U.S. Department of Agriculture, Food and Nutrition Service |
| Website | California Department of Education, Nutrition Services Division |
| Website | California Department of Education, |

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|---|---|
| | Accounting (https:/ www.cde.ca.gov/fg/ac/) |
| Website | CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts (https:/ calrecycle.ca.gov/organics/slcp/schools/) |
| Website | California School Nutrition Association |

## Cross References

| Code | Description |
|---|---|
| 0410 | Nondiscrimination In District Programs And Activities |

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|---|---|
| 1113 | District And School Websites |
| 1113 | District And School Websites |
| 1113-E(1) | District And School Websites |
| 1340 | Access To District Records |
| 1340 | Access To District Records |
| 3100 | Budget |
| 3100 | Budget |
| 3110 | Transfer Of Funds |
| 3230 | Federal Grant Funds |
| 3230 | Federal Grant Funds |
| 3260 | Fees And Charges |
| 3260 | Fees And Charges |
| 3300 | Expenditures And Purchases |
| 3311 | Bids |
| 3311 | Bids |
| 3312 | Contracts |
| 3314.2 | Revolving Funds |
| 3400 | Management Of District Assets/Accounts |
| 3400 | Management Of District Assets/Accounts |
| 3460 | Financial Reports And Accountability |
| 3460 | Financial Reports And Accountability |
| 3510 | Green School Operations |
| 3511 | Energy And Water Management |
| 3511 | Energy And Water Management |
| 3512 | Equipment |
| 3512-E(1) | Equipment |
| 3515.6 | Criminal Background Checks For Contractors |
| 3550 | Food Service/Child Nutrition Program |
| 3550 | Food Service/Child Nutrition Program |
| 3552 | Summer Meal Program |
| 3552 | Summer Meal Program |
| 3553 | Free And Reduced Price Meals |

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|---|---|
| 3554 | Other Food Sales |
| 3554 | Other Food Sales |
| 3555 | Nutrition Program Compliance |
| 3555-E(1) | Nutrition Program Compliance |
| 3580 | District Records |
| 3580 | District Records |
| 4112.4 | Health Examinations |
| 4212 | Appointment And Conditions Of Employment |
| 4212.4 | Health Examinations |
| 4231 | Staff Development |
| 4312.4 | Health Examinations |
| 4331 | Staff Development |
| 5030 | Student Wellness |
| 5145.6 | Parent/Guardian Notifications |
| 5145.6-E(1) | Parent/Guardian Notifications |

**Policy 3551: Food Service Operations/Cafeteria Fund** **Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Revised Date:** 11/10/2022 | **Last Reviewed Date:** 11/10/2022

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

**Meal Sales**

Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

**Cafeteria Fund and Account**

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

OPTION 1: The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)

OPTION 1 ENDS HERE

OPTION 2: The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

OPTION 2 ENDS HERE

**Contracts with Outside Services**

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

**Procurement of Foods, Equipment and Supplies**

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

**Program Monitoring and Evaluation**

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

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**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 |
|---|---|
| 12 CCR 18928-18998.4 | Short-lived climate pollutants |
| 5 CCR 15550-15565 | School lunch and breakfast programs |
| Ed. Code 38080-38086 | School meals - https://simbli.eboardsolutions.com/SU/Ga5pluswcqQP6OAif56GuzhXw== |
| Ed. Code 38090-38095 | Cafeterias; funds and accounts - https://simbli.eboardsolutions.com/SU/G50LpmmxkJTUdf49zfI03g== |

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|---|---|
| Ed. Code 38100-38103 | Cafeterias; allocation of charges - https://simbli.eboardsolutions.com/SU/kzIRxWNA7cIMkpuAdB3BDQ== |
| Ed. Code 42646 | Alternate payroll procedure - https://simbli.eboardsolutions.com/SU/GiLY4nWtmRMrslshbjFr1Dx2A== |
| Ed. Code 45103.5 | Contracts for management consulting services; restrictions - https://simbli.eboardsolutions.com/SU/rfUDyyB0KWbEnrSR6aRtGA== |
| Ed. Code 49490-49494 | School breakfast and lunch programs - https://simbli.eboardsolutions.com/SU/slshkIEI45KMiS2Nfu5WXrIBA== |
| Ed. Code 49500-49505 | School meals - https://simbli.eboardsolutions.com/SU/FITqIb6u5SI3slshWUX9h3NMw== |
| Ed. Code 49550-49564.5 | Meals for needy students - https://simbli.eboardsolutions.com/SU/apYfKshvfKaT8ryTPutYCw== |
| Ed. Code 49554 | Contract for services - https://simbli.eboardsolutions.com/SU/ejIVHIrPfSOMuGghnSVRpA== |
| Ed. Code 49580-49581 | Food recovery program - https://simbli.eboardsolutions.com/SU/Vka3lHpBLu5MvNbDpxPMwA== |
| F&A Code 58595 | Preference for California-grown agricultural products - https://simbli.eboardsolutions.com/SU/e3LEgdRtCa3jRJAqqpAHlw== |
| F&A Code 58596.1-58596.5 | Buy American Food Act; purchase of nondomestic agricultural food products - https://simbli.eboardsolutions.com/SU/plusqhmMRADRDerIWCdDQKtAA== |
| H&S Code 113700-114437 | California Retail Food Code; sanitation and safety requirements - https://simbli.eboardsolutions.com/SU/ysEqndaOMC3wM2O57C4pIA== |
| Pub. Cont. Code 2000-2002 | Responsive bidders - https://simbli.eboardsolutions.com/SU/8xMbAzhKdz41E7CMFCcftw== |
| Pub. Cont. Code 20111 | Contracts over $50,000; contracts for construction; award to lowest responsible bidder - https://simbli.eboardsolutions.com/SU/jLPOBzEdUi3MbupK2Q9JYw== |
| Pub. Cont. Code 3410 | U.S. produce and processed foods - https://simbli.eboardsolutions.com/SU/ZAaFslshJcPtso7EpKjSWbLtQ== |

| **Federal References** | **Description** |
|---|---|
| 2 CFR 200 | Appendix VII Indirect cost proposals |
| 2 CFR 200.318-200.326 | Procurement standards |
| 2 CFR 200.400-200.475 | Cost principles |
| 2 CFR 200.56 | Indirect costs; definition |
| 42 USC 1751-1769j | School Lunch Program |
| 42 USC 1771-1793 | Child Nutrition Act |
| 42 USC 1773 | School Breakfast Program |
| 7 CFR 210.1-210.33 | National School Lunch Program - https://simbli.eboardsolutions.com/SU/Lv8UWI0wAizNvSHss7IA9Q== |
| 7 CFR 245.8 | Nondiscrimination practices for students eligible for free and reduced price meal and free milk |
| 7 CFR 250.1-250.70 | USDA foods |

| **Management Resources References** | **Description** |
|---|---|
| CA Department of Education Publication | California School Accounting Manual - https://simbli.eboardsolutions.com/SU/Ia6rEIHDCWXcWau3KBZu1Q== |
| CA Dept of Social Services Publication | Food Distribution Program Administrative Manual - https://simbli.eboardsolutions.com/SU/nyewplus2MYP1I2kFos0g6A1g== |

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|---|---|
| California Department of Education Publication | Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023 - https://simbli.eboardsolutions.com/SU/mOufrFNwniFM1awCSekQig== |
| California Department of Education Publication | Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023 - https://simbli.eboardsolutions.com/SU/iYYHImGF6owkXb4XpINhBg== |
| California Department of Education Publication | Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022 - https://simbli.eboardsolutions.com/SU/b6Fb17rDNsPE6BpluspplusZCeag== |
| California Department of Education Publication | Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021 - https://simbli.eboardsolutions.com/SU/JUErkrXT0plusTm7Tek3vENNg== |
| California Department of Education Publication | Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015 - https://simbli.eboardsolutions.com/SU/0xehZuMNR6S4K7G3mA8voQ== |
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| California Department of Education Publication | Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020 - https://simbli.eboardsolutions.com/SU/cugWslshXJeDOCpthEHp4lbwA== |
| U.S. Department of Agriculture Publication | Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019 - https://simbli.eboardsolutions.com/SU/dliLwSfQiplusj24M3cU6ltPQ== |
| U.S. Department of Agriculture Publication | Procuring Local Foods for Child Nutrition Programs, January 2022 - https://simbli.eboardsolutions.com/SU/HhAApjRqO50vmPxv0LITyA== |
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| U.S. Dept of Agriculture Publication | School Meals - FAQs - https://simbli.eboardsolutions.com/SU/QIJslshp05vKZnC3p4Zaew4pw== |
| Website | CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts - https://simbli.eboardsolutions.com/SU/5MtAj0JJaCbjmqbOslsh4XJkg== |
| Website | California Department of Education, Accounting - https://simbli.eboardsolutions.com/SU/9JFgsDtSvqtszhmrHXxDdg== |
| Website | CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ== |
| 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 | California School Nutrition Association - https://simbli.eboardsolutions.com/SU/KnWOpY7WknrOcdh5fJ85QQ== |

| Cross References | Description |
|---|---|
| 0410 | Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ== |
| 1113 | District And School Websites - https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg== |
| 1113 | District And School Websites - https://simbli.eboardsolutions.com/SU/92wfmcN541FIED53K1C2Uw== |
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| 1340 | Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q== |
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| 3100 | Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g== |
| 3100 | Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA== |
| 3110 | Transfer Of Funds - https://simbli.eboardsolutions.com/SU/7e1gYbBPTecIM7Q1Mv48rA== |
| 3230 | Federal Grant Funds - https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g== |
| 3230 | Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q== |
| 3260 | Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng== |
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| 4212 | Appointment And Conditions Of Employment - https://simbli.eboardsolutions.com/SU/NpFplusnESCyvrT6FLrecexYA== |
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**Regulation 3551: Food Service Operations/Cafeteria Fund**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2018 | **Last Revised Date:** ~~06~~09/01/~~2022~~2023 | **Last Reviewed Date:** ~~06~~09/01/~~2022~~2023

CSBA NOTE: With the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, ~~as added by AB 130 (Ch. 44, Statutes of 2021),~~ all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. To receive state reimbursement for the two meals, districts must participate in both the National School Lunch Program and the School Breakfast Program and comply with the requirement to have a written and clearly communicated meal charge policy as **mandated** pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016. However, some requirements of the National School Lunch Program and/or School Breakfast Program are no longer applicable.

TheCaliforniaDepartment of Education's(CDE)NutritionServicesDivisionManagementBulletin SNP-04-2023 clarifies that districts that operate a non-pricing program such as the California Universal Meals Program, the Community Eligibility Program, or Provision 2 at all sites are not required to establish a meal charge policy because no students are charged for meals. However, if any school in the district charges for meals because it does not only operate a non-pricing program at all sites, the district is **mandated** to adopt and communicate a meal charge policy.

In view of the potential conflict between the federal requirement and CDE guidance, it is recommended that districts adopt this administrative regulation and accompanying Board policy which addresses meal charges, even if the district operates a non-pricing program such as the California Universal Meals Program. Districts with questions about meal charge policies should consult CSBA's District and County Offices of Education or district legal counsel.

The district may revise the following paragraphs accordingly.

**Payments for Meals**

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the mealchargepolicywithinregistrationmaterialsprovided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policywhenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the schoolyear
4. Posting the policy on the district's ~~web site~~website

### Reimbursement Claims

~~CSBA NOTE: To streamline administration of state and federal meal programs, the California Department of Education (CDE)~~CSBA NOTE: Pursuant to Education Code 49501.5, as amended by SB 114 (Ch. 48, Statutes of 2023), CDE is required to provide state meal reimbursement to districts that participate in, and meet the requirements of, the federal School Breakfast Program and National School Lunch Program, and any applicable state laws or regulations, for reduced-price and paid meals served to students. For additional information on California's Universal Meals Program, see BP/AR 3550 – Food Service/Child Nutrition Program and BP/AR 3553 – Free and Reduced Price Meals.

To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

TheSuperintendent or designeeshallmaintainrecords of the number of mealsserved each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

### Donation of Leftover Food

~~To~~The District shall take steps to minimize food waste and reduce food insecurity, in district schools. (Health and Safety Code 114079)

CSBA NOTE: Beginning January 1, 2024, districts with an on-site food facility, such as a school cafeteria, are required to donate edible food that would otherwise be thrown away to a food recovery organization, unless the district demonstrates the existence of extraordinary circumstances beyond its control that makes such compliance impracticable. Additionally, pursuant to 14 CCR 18995.1 and 18995.4, beginning January 1, 2024, districts with an on-site food facility will be inspected by the governmental entity that provides solid waste collection services regarding its edible food recovery program and may be issued a Notice of Violation for noncompliance. If a Notice of Violation is issued, compliance is required within 60 days, unless extended by the enforcing agency because compliance is impracticable due to extenuating circumstances, as specified in 14 CCR 18991.3. For more information regarding organic waste reduction requirements, including a model edible food recovery agreement, see CalRecyle's, "Resources for Local Education Agencies: K-12 Public Schools and School Districts," available on its website. Also see BP/AR 3511.1 -- Integrated Waste Management for additional requirements related to waste diversion and recovery.

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a

cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

The Superintendent or designee shall maintain records related to edible food recoveryincludinga list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

**Cafeteria Fund and Account**

CSBA NOTE: Education Code 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

CSBA NOTE: Education Code 38101 permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

CSBA NOTE: The following paragraph is optional. By law, cafeteria funds may be used for the operation and improvement of school food services. For example, pursuant to Education Code 49550.5, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII ~~and~~, USDA's guidance, "SP 60-2016~~,~~," and CDE's website, "Frequently Asked Questions about Indirect Costs~~: Guidance for State Agencies and School Food Authorities,"~~," provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properlydocumented.

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

CSBA NOTE: Pursuant to 7 CFR 210.14 and 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months' average expenditures. or such other amount as may be approved by CDE. If there is a surplus, then according to USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities," the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin ~~NSD-~~SNP-~~07-2013 provides~~04-2022 states that in an effort to provide flexibility to districts affected by various natural disasters and recovery from the COVID- 19 pandemic, CDE ~~may approve a district's~~ has increased the excess net cash resources ~~in an amount greater than three months'~~limitation to six months' average operating expenditures ~~if the district has a spending plan for the excess funds in place with the Nutrition Services Division~~.

Net cash resources in the nonprofit school food service shall not exceed ~~three~~six months' average expenditures. (7 CFR 210.14, 220.7)

**U.S. Department of Agriculture Foods**

CSBA NOTE: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools.

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

**Contracts with Outside Services**

CSBA NOTE: The following optional section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts the district maintains; see the accompanying Board policy.

Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-05-2023, a district that participates in the School Nutrition Programs must obtain prior CDE approval for all food service management company Request for Proposals, Invitation for Bids, proposed contracts, contracts, and contract amendments. Districts currently using, or planning to use, the services of a food service management company must conduct a competitive procurement process. CDE suggests districts submit their bid solicitation documents in January, or at least 120 days prior to the anticipated contract execution date, whichever comes first. See AR 3311 – Bids for additional information on bidding requirements.

The term of any contract for food service management or consulting services shall not exceed one year.Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

**Policy Reference UPDATE Service**



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**Policy Reference Disclaimer:**

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

| **State** | **Description** |
|---|---|
| 5 CCR 15550-15565 | School lunch and breakfast programs |
| 12 CCR 18928-18998.4 | Short-lived climate pollutants |
| Ed. Code 38080-38086 | School meals |
| Ed. Code 38090-38095 | Cafeterias; funds and accounts |
| Ed. Code 38100-38103 | Cafeterias; allocation of charges |
| Ed. Code 42646 | Alternate payroll procedure |
| Ed. Code 45103.5 | Contracts for management consulting services; restrictions |
| Ed. Code 49490-49494 | School breakfast and lunch programs |
| Ed. Code 49500-49505 | School meals |
| Ed. Code 49550-49564.5 | Meals for needy students |
| Ed. Code 49554 | Contract for services |
| Ed. Code 49580-49581 | Food recovery program |
| F&A Code 58595 | Preference for California-grown agricultural products |
| F&A Code 58596.1-58596.5 | Buy American Food Act; purchase of nondomestic agricultural food products |
| H&S Code 113700-114437 | California Retail Food Code; sanitation and safety requirements |

| | |
|---|---|
| Pub. Cont. Code 2000-2002 | Responsive bidders |
| Pub. Cont. Code 20111 | Contracts over $50,000; contracts for construction; award to lowest responsible bidder |
| Pub. Cont. Code 3410 | U.S. produce and processed foods |
| **Federal** | **Description** |
| 2 CFR 200 | Appendix VII Indirect cost proposals |
| 2 CFR 200.318-200.326 | Procurement standards |
| 2 CFR 200.400-200.475 | Cost principles |
| 2 CFR 200.56 | Indirect costs; definition |
| 42 USC 1751-1769j | School Lunch Program |
| 42 USC 1771-1793 | Child Nutrition Act |
| 42 USC 1773 | School Breakfast Program |
| ~~7 CFR 210.1-210.31~~ | ~~National School Lunch Program~~ |
| 7 CFR 210.1-210.33 | National School Lunch Program |
| ~~7 CFR 220.1-220.21~~ | ~~National School Breakfast Program~~ |
| ~~7 CFR 220.1-220.22~~ | ~~National School Breakfast Program~~ |
| 7 CFR 245.8 | Nondiscriminationpractices for students eligible for free and reduced price meal and free milk |
| 7 CFR 250.1-250.70 | USDA foods |
| **Management Resources** | **Description** |
| CA Department of Education Publication | California School Accounting Manual (https:/ www.cde.ca.gov/fg/ac/sa/) |
| California Department of Education Publication | Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP- 04-2021, August 2021 |
| California Department of Education Publication | (https:/ www.cde.ca.gov/ls/nu/sn/mbsnp042021.asp) |
| California Department of Education Publication | Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015 (https:/ www.cde.ca.gov/ls/nu/sn/mbsnp132015.asp) |
| California Department of Education Publication | Cafeteria Funds~~--~~—Allowable Uses, NSD Management Bulletin, ~~NSD-~~SNP-05-2020, February 2020 (https:/ www.cde.ca.gov/ls/nu/sn/mbsnp052020.asp) |
| | Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022 (https:/ |

www.cde.ca.gov/ls/nu/sn/mbsnp042022.asp
)

Unpaid Meal Charges: Local Meal Charge
Policies, Clarification on Collection of
Delinquent Meal Payments, and Excess
Student Account Balances, NSD Management
Bulletin,

| | |
|---|---|
| | SNP-04-2023, July 2023 (https:/ www.cde.ca.gov/ls/nu/sn/mbsnp042023.asp) |
| California Department of Education Publication | Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023 (https:/ www.cde.ca.gov/ls/nu/sn/mbsnp052523.asp) |
| California Department of ~~Education~~Social Services Publication | Food Distribution Program Administrative Manual (https:/ www.cdss.ca.gov/cacfp/resource s/cacfp- administrative-manual) |
| California Department of Education Publication | Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018 (https:/ www.cde.ca.gov/ls/nu/fd/mbfdp012018.asp) |
| U.S. Department of Agriculture Publication | |
| U.S. Department of Agriculture Publication | |
| U.S. Department of Agriculture Publication | Procuring Local Foods for Child Nutrition Programs, January 2022 (https:/ www.fns.usda.gov/f2s/procuring-local-foods) |
| U.S. Department of Agriculture Publication | Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016 (https:/ www.fns.usda.gov/cn/indirect-cost-guidance) |
| U.S. Department of Agriculture Publication | Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019 (https:/ www.fns.usda.gov/cn/buy-american-and-agriculture-improvement-act) |
| U.S. Department of Agriculture Publication | Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017 (https:/ www.fns.usda.gov/nslp/compliance-enforcement-buy-american) |
| | Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014 (https:/ www.fns.usda.gov/cn/discretionary-elimination-reduced-price-charges-school-meal-programs) |
| | Unpaid Meal Charges: Local Meal Charge Policies, SP-46- 2016, July 2016 (https:/ www.fns.usda.gov/cn/unpaid-meal-charges-local-meal-charge-policies) |

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|---|---|
| U.S. Dept of Agriculture Publication | School Meals -– FAQs (https:/ www.fns.usda.gov/cn/school-meals-faqs) |
| Website | CSBA District and County Office of Education Legal Services |
| Website | U.S. Department of Agriculture, Food and Nutrition Service |
| Website | California Department of Education, Nutrition Services Division |
| Website | California Department of Education, Accounting (https:/ www.cde.ca.gov/fg/ac/) |
| Website | CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts (https:/ calrecycle.ca.gov/organics/slcp/schools/) |

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|---|---|
| Website | California School Nutrition Association |

**Cross References**

| Code | Description |
|---|---|
| 0410 | Nondiscrimination In District Programs And Activities |
| 1113 | District And School Websites |
| 1113 | District And School Websites |
| 1113-E(1) | District And School Websites |
| 1340 | Access To District Records |
| 1340 | Access To District Records |
| 3100 | Budget |
| 3100 | Budget |
| 3110 | Transfer Of Funds |
| 3230 | Federal Grant Funds |
| 3230 | Federal Grant Funds |
| 3260 | Fees And Charges |
| 3260 | Fees And Charges |
| 3300 | Expenditures And Purchases |
| 3311 | Bids |
| 3311 | Bids |
| 3312 | Contracts |
| 3314.2 | Revolving Funds |
| 3400 | Management Of DistrictAssets/Accounts |
| 3400 | Management Of DistrictAssets/Accounts |
| 3460 | Financial Reports And Accountability |
| 3460 | Financial Reports And Accountability |
| 3510 | Green School Operations |
| 3511 | Energy And Water Management |
| 3511 | Energy And Water Management |
| 3512 | Equipment |
| 3512-E(1) | Equipment |
| 3515.6 | Criminal Background Checks For Contractors |
| 3550 | Food Service/Child Nutrition Program |

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| 3550 | Food Service/Child Nutrition Program |
| 3552 | Summer Meal Program |
| 3552 | Summer Meal Program |
| 3553 | Free And Reduced Price Meals |
| 3553 | Free And Reduced Price Meals |
| 3554 | Other Food Sales |
| 3554 | Other Food Sales |
| 3555 | Nutrition Program Compliance |
| 3555-E(1) | Nutrition Program Compliance |
| 3580 | District Records |
| 3580 | District Records |
| 4112.4 | Health Examinations |
| 4212 | Appointment And Conditions Of Employment |
| 4212.4 | Health Examinations |
| 4231 | Staff Development |
| 4312.4 | Health Examinations |
| 4331 | Staff Development |
| 5030 | Student Wellness |
| 5145.6 | Parent/Guardian Notifications |
| 5145.6-E(1) | Parent/Guardian Notifications |

**Regulation 3551: Food Service Operations/Cafeteria Fund** **Status:** ADOPTED

**Original Adopted Date:** 05/09/2019 | **Last Revised Date:** 11/10/2022 | **Last Reviewed Date:** 11/10/2022

**Payments for Meals**

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
4. Posting the policy on the district's web site

**Reimbursement Claims**

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

**Donation of Leftover Food**

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

**Cafeteria Fund and Account**

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure.  (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less.  (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months' average expenditures.  (7 CFR 210.14, 220.7)

**U.S. Department of Agriculture Foods**

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss.  Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation.  The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections.  (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable.  USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account.  (7 CFR 250.59)

**Contracts with Outside Services**

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis.  (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable.  The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5.  (Education Code 45103.5)

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**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 |
|---|---|
| 12 CCR 18928-18998.4 | Short-lived climate pollutants |
| 5 CCR 15550-15565 | School lunch and breakfast programs |
| Ed. Code 38080-38086 | School meals - https://simbli.eboardsolutions.com/SU/Ga5pluswcqQP6OAif56GuzhXw== |
| Ed. Code 38090-38095 | Cafeterias; funds and accounts - https://simbli.eboardsolutions.com/SU/G50LpmmxkJTUdf49zfI03g== |

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|---|---|
| Ed. Code 38100-38103 | Cafeterias; allocation of charges - https://simbli.eboardsolutions.com/SU/kzIRxWNA7cIMkpuAdB3BDQ== |
| Ed. Code 42646 | Alternate payroll procedure - https://simbli.eboardsolutions.com/SU/GiLY4nWtmRMrslshbjFr1Dx2A== |
| Ed. Code 45103.5 | Contracts for management consulting services; restrictions - https://simbli.eboardsolutions.com/SU/rfUDyyB0KWbEnrSR6aRtGA== |
| Ed. Code 49490-49494 | School breakfast and lunch programs - https://simbli.eboardsolutions.com/SU/slshkIEI45KMiS2Nfu5WXrIBA== |
| Ed. Code 49500-49505 | School meals - https://simbli.eboardsolutions.com/SU/FITqlb6u5SI3slshWUX9h3NMw== |
| Ed. Code 49550-49564.5 | Meals for needy students - https://simbli.eboardsolutions.com/SU/apYfKshvfKaT8ryTPutYCw== |
| Ed. Code 49554 | Contract for services - https://simbli.eboardsolutions.com/SU/ejIVHIrPfSOMuGghnSVRpA== |
| Ed. Code 49580-49581 | Food recovery program - https://simbli.eboardsolutions.com/SU/Vka3lHpBLu5MvNbDpxPMwA== |
| F&A Code 58595 | Preference for California-grown agricultural products - https://simbli.eboardsolutions.com/SU/e3LEgdRtCa3jRJAqqpAHlw== |
| F&A Code 58596.1-58596.5 | Buy American Food Act; purchase of nondomestic agricultural food products - https://simbli.eboardsolutions.com/SU/plusqhmMRADRDerIWCdDQKtAA== |
| H&S Code 113700-114437 | California Retail Food Code; sanitation and safety requirements - https://simbli.eboardsolutions.com/SU/ysEqndaOMC3wM2O57C4pIA== |
| Pub. Cont. Code 2000-2002 | Responsive bidders - https://simbli.eboardsolutions.com/SU/8xMbAzhKdz41E7CMFCcftw== |
| Pub. Cont. Code 20111 | Contracts over $50,000; contracts for construction; award to lowest responsible bidder - https://simbli.eboardsolutions.com/SU/jLPOBzEdUi3MbupK2Q9JYw== |
| Pub. Cont. Code 3410 | U.S. produce and processed foods - https://simbli.eboardsolutions.com/SU/ZAaFslshJcPtso7EpKjSWbLtQ== |

| **Federal References** | **Description** |
|---|---|
| 2 CFR 200 | Appendix VII Indirect cost proposals |
| 2 CFR 200.318-200.326 | Procurement standards |
| 2 CFR 200.400-200.475 | Cost principles |
| 2 CFR 200.56 | Indirect costs; definition |
| 42 USC 1751-1769j | School Lunch Program |
| 42 USC 1771-1793 | Child Nutrition Act |
| 42 USC 1773 | School Breakfast Program |
| 7 CFR 210.1-210.33 | National School Lunch Program - https://simbli.eboardsolutions.com/SU/Lv8UWI0wAizNvSHss7IA9Q== |
| 7 CFR 245.8 | Nondiscrimination practices for students eligible for free and reduced price meal and free milk |
| 7 CFR 250.1-250.70 | USDA foods |

| **Management Resources References** | **Description** |
|---|---|
| CA Department of Education Publication | California School Accounting Manual - https://simbli.eboardsolutions.com/SU/Ia6rEIHDCWXcWau3KBZu1Q== |

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|---|---|
| CA Dept of Social Services Publication | Food Distribution Program Administrative Manual - https://simbli.eboardsolutions.com/SU/nyewplus2MYP1I2kFos0g6A1g== |
| California Department of Education Publication | Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023 - https://simbli.eboardsolutions.com/SU/mOufrFNwniFM1awCSekQig== |
| California Department of Education Publication | Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023 - https://simbli.eboardsolutions.com/SU/iYYHlmGF6owkXb4XplNhBg== |
| California Department of Education Publication | Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022 - https://simbli.eboardsolutions.com/SU/b6Fb17rDNsPE6BpluspplusZCeag== |
| California Department of Education Publication | Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021 - https://simbli.eboardsolutions.com/SU/JUErkrXT0plusTm7Tek3vENNg== |
| California Department of Education Publication | Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015 - https://simbli.eboardsolutions.com/SU/0xehZuMNR6S4K7G3mA8voQ== |
| California Department of Education Publication | Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018 - https://simbli.eboardsolutions.com/SU/zilcFJ8Mw0144yV2HXostA== |
| California Department of Education Publication | Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020 - https://simbli.eboardsolutions.com/SU/cugWslshXJeDOCpthEHp4lbwA== |
| U.S. Department of Agriculture Publication | Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019 - https://simbli.eboardsolutions.com/SU/dliLwSfQiplusj24M3cU6ltPQ== |
| U.S. Department of Agriculture Publication | Procuring Local Foods for Child Nutrition Programs, January 2022 - https://simbli.eboardsolutions.com/SU/HhAApjRqO50vmPxv0LITyA== |
| U.S. Department of Agriculture Publication | Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016 - https://simbli.eboardsolutions.com/SU/oOOO2an7WbABMX4h7rKBGw== |
| U.S. Department of Agriculture Publication | Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017 - https://simbli.eboardsolutions.com/SU/xznhgslshx8zWDqQgkfapjqrg== |
| U.S. Department of Agriculture Publication | Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014 - https://simbli.eboardsolutions.com/SU/eKLjV8LnndCHGnHVlot6jw== |
| U.S. Department of Agriculture Publication | Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016 - https://simbli.eboardsolutions.com/SU/2elvdTHdcMWZgr6swpV4lg== |
| U.S. Dept of Agriculture Publication | School Meals - FAQs - https://simbli.eboardsolutions.com/SU/QIJslshp05vKZnC3p4Zaew4pw== |
| Website | CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts - https://simbli.eboardsolutions.com/SU/5MtAj0JJaCbjmqbOslsh4XJkg== |
| Website | California Department of Education, Accounting - https://simbli.eboardsolutions.com/SU/9JFgsDtSvqtszhmrHXxDdg== |
| Website | CSBA District and County Office of Education Legal Services - https://simbli.eboardsolutions.com/SU/UdykszdmPETuDslshXk6R5akQ== |
| 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 | California School Nutrition Association - https://simbli.eboardsolutions.com/SU/KnWOpY7WknrOcdh5fJ85QQ== |

| Cross References | Description |
|---|---|
| 0410 | Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ== |
| 1113 | District And School Websites - https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg== |
| 1113 | District And School Websites - https://simbli.eboardsolutions.com/SU/92wfmcN541FlED53K1C2Uw== |
| 1113-E PDF(1) | District And School Websites - https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg== |
| 1113-E(1) | District And School Websites - https://simbli.eboardsolutions.com/SU/Uf3YpSEplusOyslqUTeEEQMbw== |
| 1340 | Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q== |
| 1340 | Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg== |
| 3100 | Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g== |
| 3100 | Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA== |
| 3110 | Transfer Of Funds - https://simbli.eboardsolutions.com/SU/7e1gYbBPTecIM7Q1Mv48rA== |
| 3230 | Federal Grant Funds - https://simbli.eboardsolutions.com/SU/dqDsFAt2Vf6MslshpAdjSco9g== |
| 3230 | Federal Grant Funds - https://simbli.eboardsolutions.com/SU/UV0vaPkKej5U0GraXzj25Q== |
| 3260 | Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng== |
| 3260 | Fees And Charges - https://simbli.eboardsolutions.com/SU/4jRHUfaUfv4zxjwR1ydrpA== |
| 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== |
| 3312 | Contracts - https://simbli.eboardsolutions.com/SU/ypySW5bYSpEyYt3f9slshq8XA== |
| 3314.2 | Revolving Funds - https://simbli.eboardsolutions.com/SU/hAacxs5JW5sin4sWeIBZ2g== |
| 3400 | Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/clm77Hslsh9RplusDUndTMnG5tLg== |
| 3400 | Management Of District Assets/Accounts - https://simbli.eboardsolutions.com/SU/Eh4AWcSQOckQHzhhNrRWBQ== |
| 3460 | Financial Reports And Accountability - https://simbli.eboardsolutions.com/SU/7KslshaaRlvB93u64qPdHBJVA== |
| 3460 | Financial Reports And Accountability - https://simbli.eboardsolutions.com/SU/w1UWVRblvzFSH5gGf79KGA== |
| 3510 | Green School Operations - https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA== |
| 3511 | Energy And Water Management - https://simbli.eboardsolutions.com/SU/O9FKTqHslshqNGBKo5saslshMH6Q== |

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| 3511 | Energy And Water Management - https://simbli.eboardsolutions.com/SU/h07XgTJ0QslshS45Pc7PrL6Xg== |
| 3512 | Equipment - https://simbli.eboardsolutions.com/SU/UBrCXG8OqeYRH9B77XDYrQ== |
| 3515.6 | Criminal Background Checks For Contractors - https://simbli.eboardsolutions.com/SU/ghT3ViasOYaGYe0LFgplusksIshw== |
| 3550 | Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/y3nAvz7wK8dK46NGAKvvCg== |
| 3550 | Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/rQ60kSLQYHiC8hW9GplusDtFw== |
| 3552 | Summer Meal Program - https://simbli.eboardsolutions.com/SU/IAJDgoYIIDjrGK0VsaiTUA== |
| 3552 | Summer Meal Program - https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg== |
| 3553 | Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/KpSlgZ2FPbW1xwYtO2IwpA== |
| 3553 | Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/moaZkISdlwmOsXWZslshJVDeA== |
| 3554 | Other Food Sales - https://simbli.eboardsolutions.com/SU/kcOX6SIPfyxWNeRTpX9plusfQ== |
| 3554 | Other Food Sales - https://simbli.eboardsolutions.com/SU/POLxjZdR0CP3GapbIIBHwg== |
| 3555 | Nutrition Program Compliance - https://simbli.eboardsolutions.com/SU/I7xazfmPT9pSxWVVLXhoAA== |
| 3555-E PDF(1) | Nutrition Program Compliance - https://simbli.eboardsolutions.com/SU/iJVCLHplusd0emC5ahdOQgZGg== |
| 3555-E(1) | Nutrition Program Compliance - https://simbli.eboardsolutions.com/SU/bAccc4mn5slshgN2C6y0PpnWg== |
| 3580 | District Records - https://simbli.eboardsolutions.com/SU/sIGJYA28YslshNTQCMslshGcplusm0g== |
| 3580 | District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPIfTW5TQjPpTt55Q== |
| 4112.4 | Health Examinations - https://simbli.eboardsolutions.com/SU/VHv28XDwUWTDmgNmplusYhAUA== |
| 4212 | Appointment And Conditions Of Employment - https://simbli.eboardsolutions.com/SU/NpFplusnESCyvrT6FLrecexYA== |
| 4212.4 | Health Examinations - https://simbli.eboardsolutions.com/SU/j5KgsEwkbz0zSguAkgsplusOA== |
| 4231 | Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA== |
| 4312.4 | Health Examinations - https://simbli.eboardsolutions.com/SU/n2s4CeoDPdaplusBzy0QkOCSw== |
| 4331 | Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw== |
| 5030 | Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6Im9g== |
| 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== |

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|---|---|
| 5145.6-E PDF(2) | Parent/Guardian Notifications - https://simbli.eboardsolutions.com/SU/erp6x2bBEnAI5slshRCslshm9H4Q== |

# SAN YSIDRO SCHOOL DISTRICT
# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Human Resources
Manuel Bojorquez,
Director

☐ Informational
☒ Action

**AGENDA ITEM:** APPROVE NEW SUBSTITUTE CERTIFICATED PAY RATES

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**BACKGROUND INFORMATION:**
The San Ysidro School District recommends approval of the new Substitute Certificated pay rates:

Substitute Permit Teacher will keep the current pay rate of $25/hour.

Substitute Teacher will have a pay rate of $200/day ($270/day after the 11th day in the same assignment), effective January 1st, 2024. The long-term rate of $270/day after the 11th day in the same assignment will change to $225/day effective July 1st, 2024.

Substitute School Counselor will have a pay rate of $200/day ($270/day after the 11th day in the same assignment), effective January 1st, 2024. The long-term rate of $270/day after the 11th day in the same assignment will change to $225/day effective July 1st, 2024.

Substitute School Psychologist will have a pay rate of $200/day ($270/day after the 11th day in the same assignment), effective January 1st, 2024. The long-term rate of $270/day after the 11th day in the same assignment will change to $225/day effective July 1st, 2024.

Substitute Language Speech and Hearing Specialist will have a pay rate of $200/day ($270/day after the 11th day in the same assignment), effective January 1st, 2024. The long-term rate of $270/day after the 11th day in the same assignment will change to $225/day effective July 1st, 2024.

Substitute Adapted Physical Education Teacher will have a pay rate of $200/day ($270/day after the 11th day in the same assignment), effective January 1st, 2024. The long-term rate of $270/day after the 11th day in the same assignment will change to $225/day effective July 1st, 2024.

**RECOMMENDATION:**
Approve the new Substitute Certificated pay rates.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?
☒ Yes ☐ No

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

Requisition #
--

(Amount)

(Name of funding source and/or location)

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

**SAN YSIDRO SCHOOL DISTRICT**
**SUBSTITUTE SALARY SCHEDULE**

| CLASSIFICATION | HOURLY RATE |
|---|---|
| AVID Tutors | $18.04 effective Nov 2023 |
| Substitute Campus Aides | $18.04 effective Nov 2023 |
| Substitute Bus Drivers | $22.60 effective Nov 2023 |
| Substitute Campus Security | $19.75 effective Nov 2023 |
| Substitute Clerks | $18.25 effective Nov 2023 |
| Substitute Custodians | $19.75 effective Nov 2023 |
| Substitute Child Nutrition Specialists | $18.14 effective Nov 2023 |
| Substitute Gardeners | $23.64 effective Nov 2023 |
| Substitute Instructional Aides | $18.14 effective Nov 2023 |
| Substitute Maintenance Worker | $24.73 effective Nov 2023 |
| Substitute Publication Technicians | $22.60 effective Nov 2023 |
| Substitute Permit Teachers | $25.00 effective July 2023 |
| Substitute Counselor* | TEMPORARY FOR January 1, 2024 through June 30, 2024<br>$200<br>$270 after the 11th day in same assignment |
| Substitute Psychologist* | TEMPORARY FOR January 1, 2024 through June 30, 2024<br>$200<br>$270 after the 11th day in same assignment |
| Substitute Language, Speech and Hearing Specialist* | TEMPORARY FOR January 1, 2024 through June 30, 2024<br>$200<br>$270 after the 11th day in same assignment |
| Substitute Adapted PE Teacher* | TEMPORARY FOR January 1, 2024 through June 30, 2024<br>$200<br>$270 after the 11th day in same assignment |
| Substitute Teacher* | TEMPORARY FOR January 1, 2024 through June 30, 2024<br>$200 a day<br>$270 after the 11th day in same assignment |

*Revised 4-17-15; 10-23-15; 11-01-15; 11-10-17; 02-21-19, 12-19-19, 1-21-21, 8-09-21, 9-09-21, 01-19-22, 01-27-22, 07-14-22, 09-08-22, 07-10-23, 11-10-23, 12-13-23

* Rates for July 1, 2024: $200/day and $225/day after the 11th day in the same assignment.

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**Deleted:** *Rates for January 1, 2024 through June 30, 2024 to be determined at a later date.

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SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Human Resources
Manuel Bojorquez,
Director

☐ Informational
☒ Action

**AGENDA ITEM:** AGREEMENT BETWEEN LIANA DAVIS AND THE SAN YSIDRO SCHOOL DISTRICT

**BACKGROUND INFORMATION:**
Administration recommends approval/ratification for the agreement between Liana Davis and the San Ysidro School District. Effective from November 15th, 2023 – December 8th, 2023, Ms. Davis agrees to accept to a full-time voluntary out of class transfer to serve as Acting Principal for the San Ysidro Middle School.

**RECOMMENDATION:**
Approve/Ratify the agreement between Liana Davis and the San Ysidro School District regarding Ms. Davis full-time voluntary out of class transfer to serve as Acting Principal for the San Ysidro Middle School.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?
☒ Yes ☐ No

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

Requisition #

SAP 102/Grade 2/ Step 2
(Amount)

(Name of funding source and/or location)

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

**AGREEMENT**
**BETWEEN LIANA DAVIS**
**AND**
**THE SAN YSIDRO SCHOOL DISTRICT**

This Agreement ("Agreement") is entered into by Liana Davis ("EMPLOYEE") and the San Ysidro School District ("DISTRICT")

**RECITALS**

This Agreement is based upon the following facts and/or understandings:

WHEREAS, DISTRICT has expressed an interest in EMPLOYEE working on a full-time basis as Acting Assistant Principal of San Ysidro Middle School from November 15th, 2023 to December 8th, 2023.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. This is a one-time, non-precedent-setting agreement. Nothing herein shall be interpreted as evidence or establishment of any practice or policy.

2. Effective from November 15th, 2023 – December 8th, 2023, EMPLOYEE agrees to accept a full-time voluntary out of class transfer to serve as Acting Assistant Principal of San Ysidro Middle School. EMPLOYEE will be placed on the salary schedule for Assistant Principal at Step 2 Range 2 for the time she works out of class as Assistant Principal.

3. EMPLOYEE acknowledges that this provision shall serve as written notice pursuant to Education Code 45951 that she may be released from her part-time administrative assignment under this contract at any time during the school year by the District. This shall also serve as written notice that EMPLOYEE will be released from her administrative assignment pursuant to this agreement at the end of 2023-2024 school year if she has not already been released pursuant to the terms of this provision. EMPLOYEE will be placed back in her teaching position upon her release from the Acting Assistant Principal position.

6. EMPLOYEE represents and agrees that she has carefully read and fully understands all of the provisions of the Agreement, that she is voluntarily entering into this Agreement, and that she has the capacity to enter into this Agreement.

7. Each party acknowledges and agrees that in signing this Agreement, that party is not relying on any promises or representations that are not expressly contained herein. This Agreement, in writing, constitutes the entire agreement of

settlement and release between the parties, and there are no other agreements expanding or modifying its terms.

8. The parties agree that this Agreement constitutes the full and complete resolution of this issue.

9. The parties agree to promptly perform any additional acts required to affect their intentions to fully settle the disputes described above.

| | |
|---|---|
| ______________________________ | _______________ |
| LIANA DAVIS | Date |
| ______________________________ | _______________ |
| GINA POTTER, SUPERINTENDENT | Date |

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Human Resources
Manuel Bojorquez,
Director

☐ Informational
☒ Action

**AGENDA ITEM:** TEMPORARY MANAGEMENT/ADMINISTRATIVE CONTRACT/OFFER OF EMPLOYMENT FOR GLORIA MENA

**BACKGROUND INFORMATION:**
The Board of Trustees hereby offer Gloria Mena employment as a Substitute Administrator for various Administrative positions including, but not limited to, Assistant Principal and Principal, beginning as early as December 11, 2023.

**RECOMMENDATION:**
Approve/Ratify the temporary offer of employment for Gloria Mena as Substitute Administrator for various Administrative positions including, but not limited to, Assistant Principal or Principal, effective as early as December 11, 2023.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$618.48/day
(Amount)

(Name of funding source and/or location)

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

# SAN YSIDRO SCHOOL DISTRICT
# TEMPORARY MANAGEMENT/ADMINISTRATIVE CONTRACT/OFFER OF EMPLOYMENT

**Gloria Mena**
708 Martos Place
Chula Vista CA 91910

The Board of Trustees hereby offer you employment as a Substitute Administrator for various Administrative positions including, but not limited to, Assistant Principal and Principal. The terms and conditions set forth herein. This offer is conditioned upon the following:

1. Your salary for service during the school year in the above named position will be at a daily rate of **$618.48.**

2. Your interim service in the above named position will begin as early as December 11, 2023. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.

3. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.

4. Said salary shall not exceed the allowable STRS income limitations which is $50,655 for the 2023-2024 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.

5. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.

6. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.

7. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice within 30 days of beginning your employment with the District. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.

8. Prior to rendering service under this offer you must file with the Personnel Services Office a certificate showing you have been found to be free from active tuberculosis as provided by the California Education Code Section 49406.

9. This offer of employment is withdrawn if not accepted within ten days from the date of this offer. This offer is subject to the approval of the Board of Trustees of the District and shall not become final and binding until such approval is given.

Signed:____________________________________

Gina Potter, Superintendent

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have the credentials or certificates authorizing me to serve in the capacity stipulated in this contract. I certify that I am not under contract to any other school district for the period indicated. If the information set forth in the application for employment is not complete and accurate this contract may be canceled by the Governing Board. I agree to comply with and observe all of the provisions of the rules and regulations prescribed by the Governing Board of the School District and follow the orders of the Administration of the School District relating to my employment. I understand that my signature below placed me under contract with the San Ysidro School District for the period indicated.

DATE:__________________________ SIGNED: ________________________________

Gloria Mena

# CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Smythe Elementary
Dr. Rebecca Bravo, Principal

☐ Informational
☒ Action

**AGENDA ITEM:** PRESENTATION OF THE SAFA'S STORY PROGRAM FROM IMAGINE CREATIVE SERVICES, LLC AT SMYTHE ELEMENTARY

**BACKGROUND INFORMATION:**
Imagine Creative Services, LLC is a company that, through theatre and professional interactive performances, invites participants to imagine new and greater possibilities for embodying the "beloved community." They use creativity to spark discovery and flourish in multigenerational communities. Safa's Story is one of the programs this company presents.

Safa's Story was created to support children and families of all backgrounds with tools to navigate conflict and bullying. The play helps audience members dismantle complex conflicts and supports them in learning to defend themselves and their peers in positive ways.

The Principal at Smythe Elementary is requesting approval to have Imagine Creative Services, LLC present the Safa's Story at an assembly and at to the fifth-grade classes in her school.

**RECOMMENDATION:**
Approve/Ratify the presentation of the Safa's Story program from Imagine Creative Services, LLC at Smythe Elementary at the total cost of $2,760.00 from the schools' General Fund.

**LCAP GOAL AND ACTION/SERVICE:**
Goal 1: Student Achievement, Action 1.14, and Goal 3: Student Engagement and School Climate, Action 3.8

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

Financial Implications? ☒ Yes ☐ No

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

Requisition # 10114

$2,760.00
(Amount)

General Fund
(Name of funding source and/or location)

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

# INVOICE

**Imagine Creative Services LLC**
219 1/2 22nd St
San Diego, CA 92102

peter@imaginebravespaces.com
+1 (213) 290-1541
https://www.imaginebravespaces.com

IMAGINE

## San Ysidro School District

**Bill to**
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

**Invoice details**
Invoice no.: 1093
Terms: Net 15
Invoice date: 11/08/2023
Due date: 11/23/2023

| # | Date | Product or service | SKU | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **In-School Programs (K-12)**<br>Safa's Story Live Assembly (Nov 8) - Smythe Elementary | | 1 | $1,800.00 | $1,800.00 |
| 2. | | **In-School Programs (K-12)**<br>Safa's Story In-Class Teaching (Nov 6 & 13) - Smythe Elementary | | 6 | $160.00 | $960.00 |

Total **$2,760.00**

## Ways to pay

Pay VISA DISCOVER BANK

### Note to customer

Please make checks payable to:
Imagine Creative Services
219 1/2 22nd St
San Diego, CA 92102

Pay invoice

# SAN YSIDRO SCHOOL DISTRICT
# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

☐ Informational
☒ Action

**AGENDA ITEM:** STUDENT PARTICIPATION AT THE BLACK STUDENT SUMMIT, "OUR VOICE, OUR POWER, OUR FUTURE: EXCELLENCE IN MOTION"

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**BACKGROUND INFORMATION:**
The Black Student Summit is an event full of workshops & performances intended to train, prepare, & uplift students to turn up the volume and activism of Black Student Unions/Associations.

The purpose of this summit is to increase student, parent, and community excellence through education, culture, empowerment, values, and purpose. This year's theme is: Our Voice, Our Power, Our Future: Excellence in Motion." This summit will address the achievement of Black students in K-12 and beyond, in addition to educating students about the Black diaspora experience by engaging them in interactive sessions related to college preparation, leadership, social justice, and Black empowerment.

The Principal at Vista Del Mar Middle School is requesting approval for approximately twenty students to attend the Black Student Summit on April 18, 2024, at the San Diego County Office of Education Educational Cultural Complex. There are no fees for this event, but the school will cover the cost of transportation.

**RECOMMENDATION:**
Approve the attendance and participation of students from Vista Del Mar Middle at the Black Student Summit with the cost of $900.00 for transportation services to be covered with the Supplemental & Concentration fund.

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**LCAP GOAL AND ACTION/SERVICE:**
Goal 1: Student Achievement: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.
Goal 3: Student Engagement and School Climate: Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug free.

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

Financial Implications?
☒ Yes ☐ No

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

Requisition #

$900.00
(Amount)

Supplemental & Concentration Fund
(Name of funding source and/or location)

---

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

**SAVE THE DATE!**

San Diego County Office of Education presents:

## "Our Voice, Our Power, Our Future: Excellence In Motion"

# BLACK STUDENT SUMMIT

Join us for a full day of entertainment and enrichment as we help prepare our youth for high school, college, and beyond. We *are* the blueprint of *success*!

**Session topics include:**

- Leadership
- Athletics
- Social Justice
- Entertainment
- Health and Wellness
- Financial Literacy
- Special Guest Speaker

**Contact:**


LaShae Sharp-Collins, Ed.D.
lashae.collins@sdcoe.net
858-295-8773


**April 18, 2024**
10 a.m. to 2:30 p.m.

**Educational Cultural Complex**
4343 Ocean View Blvd.
San Diego, CA 92113

- Free event
- Registration is required
- Open to students in grades 6 to 8
- Lunch provided

**Registration Opens**
**Dec. 4, 2023**

# SAN YSIDRO SCHOOL DISTRICT
## *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

**AGENDA ITEM:** LICENSE AGREEMENT WITH SCREENCASTIFY AS A GOOGLE CHROME BROWSER EXTENSION

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**BACKGROUND INFORMATION:**
Screencastify is K-12's most popular video creation solution. Teachers, students and administrators in more than 70% of US school districts love using Screencastify to incorporate video in lesson planning, instruction, professional development, assessments, and much, much more.

Screencastify is a simple video screen capture software for Chrome. It is able to record all screen activity inside a tab, including audio.

Educational Services Department implemented this software in 2020 and would like to renew the district-wide license for Screencastify for school year 2023-24.

**RECOMMENDATION:**
Approve/Ratify the license agreement with Screencastify to use as a Google Chrome browser extension during the 2023-24 school year at a total cost of $7,123.00 from the General fund.

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**LCAP GOAL AND ACTION/SERVICE:**
Goal 1: Student Achievement – Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

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

Financial Implications?
☒ Yes ☐ No

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

Requisition #

$7,123.00
(Amount)

General Fund
(Name of funding source and/or location)

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

**Superintendent's Office Certification:**

# Screencastify Order Form

**Order Number: 00014957**
**Order Created: 10/12/2023**
**Order Expires: 12/11/2023**

**Prepared For:**
Todd Lewis
Director of Instructional Technology
San Ysidro Elementary School District
todd.lewis@sysdschools.org
(619)428-4476 X3062

**Screencastify Contact:**
Pri Bhamidipati
pri@screencastify.com
Screencastify, LLC
P.O. Box 734530
Chicago, IL
60673-4530

**Subscription and Pricing:**

| Product | Term Start | Term End | Qty | Sale Price | Total Price |
|---|---|---|---|---|---|
| **Suite (Record,Edit, Submit)** | 11/6/2023 | 11/6/2024 | 1 | $7,123.00 | $7,123.00 |

| | |
|---|---|
| Total Amount | $7,123.00 |
| Total Due | $7,123.00 |

**Billing Details:**
Subscription Start Date: 11/6/2023
Subscription End Date: 11/6/2024

Payment Terms: 30 Days

**Terms and Conditions:**

By accepting this Order Form, Customer agrees to subscribe to the products and services listed above for the term indicated above and that all Services are subject to Screencastify's Master Terms and Conditions located at https://screencastify.com/msa, which are incorporated herein by reference.

The Term of this Order form expires on the Subscription End Date listed above and will automatically renew for subsequent terms of equal length unless Customer notifies Screencastify of its intent to cancel at least sixty (60) days prior to the end of a term. The individual signing or accepting this Order Form represents and warrants that they have the authority to purchase subscription services on Customer's behalf. Customer agrees that Screencastify may use its name and/or logo to identify Customer as a user of its products and services.

The pricing in this Order Form is valid until the Expiry Date listed above and may not be honored if this Order Form is not accepted on or before that date. Unless otherwise indicated, all pricing is in US Dollars. Screencastify will invoice you for the amounts shown in this quote upon execution of this Order per payment terms above. Offline payments are accepted for orders of $500 or more. If you are required to issue a purchase order, please have your purchasing department email a signed PO referencing this quote to the email above. Find more payment information and instructions at https://screencastify.com/payment-info.

Access to subscription services will begin on the Subscription Start Date upon receipt of this accepted Order Form. Any professional development services included in this Order Form must be scheduled in advance, are subject to Screencastify's reasonable availability and are not guaranteed to be provided within a specific timeframe.

**Accepted and Agreed:**

| San Ysidro Elementary School District |
|---|
| **Signature:** |
| **Name:** |
| **Title:** |
| **Date:** |

# SAN YSIDRO SCHOOL DISTRICT
# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Educational Services,
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS

**BACKGROUND INFORMATION:**
In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the December 12, 2023, Board meeting:

- 2023-24 CAASPP and ELPAC Pretest Virtual Training Series
- 2024-25 LCAP Webinars
- 21st Annual Early Years Conference 2024 ~ Power to the Professional: Diversity, Equity Inclusion
- Accessibility Network Sessions
- Annual CBO Forum
- CABE Conference 2024
- CalABA 2024 - EMPOWER
- California School Nurses Organization (CSNO) 74th Annual Conference
- Capital Advisors Group, LLC Governor's Budget 2024-25
- Dual Language 101, Cohort B
- ELPAC Accessibility Resources Live Session: Module B
- Dual Language Education Program Orientation
- Empowering Parent/Family Leaders: ELAC/DELAC Training Course
- Governor's Budget Workshop
- LCAP – From Accountability to Compliance
- LCAP Workshop Series
- Legislative Action Conference
- Maximizing the Use of Decodables with Wiley Blevins
- Project GLAD Part I: Research and Theory
- Project GLAD Part II: In Classroom Demonstrations
- Robert Bittner Workshop
- State and Federal Accountability Updates
- STEAM Symposium
- Title II CARS Winter Release Webinar
- We Thinkers! Volume 1: Social Explorers and We Thinkers! Volume 2: Social Problem Solvers ~ Two Day Session

Cost implications might include registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

**RECOMMENDATION:**
Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

**LCAP GOAL AND ACTION/SERVICE:**
Goal 1: Student Achievement – Actions: 1.15, 1.16 and 1.25 ~ Goal 2: English Language and Academic Language Development – Action: 2.4 ~ Goal 4: Social Emotional Well-being and Mental Health – Action 4.7

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

| APPROXIMATE COST | |
|---|---|
| $107,355.00 | General & Title I PD, Title III, Title IV, KIT, EFF, MAA and Med-Cal Funds |
| (Amount) | (Name of funding source and/or location) |

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

**Professional Development Backup Information – December 12, 2023**

| PARTICIPANT(S) | EVENT | PLACE | FROM/TO | COST | FUNDING |
|---|---|---|---|---|---|
| Luis Ramos,<br>Adriana Aguilar,<br>Sandra Guzman,<br>Carolina Hernandez,<br>Cynthia Mosqueda | 2023-24 CAASPP and ELPAC Pretest Virtual Training Series | Online | December 7 & 14, 2023 | $300.00<br>(Teacher Compensation) | Title I PD Fund |
| Marilyn Adrianzen | 2024-25 LCAP Webinars | Online | January 11 – March 8, 2024<br>(Dates vary) | $0 | No Cost |
| Julie Pretzer,<br>Claudia Uribe<br>------------------------<br>Alexandra Nunez,<br>Begonia Hidalgo,<br>Benita Sanchez,<br>Carmen Romero,<br>Esmeralda Morales,<br>Eva Arcadia,<br>Jihan Garcia,<br>Lirio Ruffo,<br>Luz Corona,<br>Matilde Diaz,<br>Sandra Ferguson,<br>Yadira Martinez,<br>Yahilyn Segura,<br>Cecilia Cruz | 21st Annual Early Years Conference 2024 ~ Power to the Professional: Diversity, Equity Inclusion | San Diego | March 15, 2024<br><br>March 16, 2024 | $2,400.00 | CSPP and Headstart Funds |
| Luis Ramos,<br>Cynthia Mosqueda | Accessibility Network Sessions | SDCOE & Online | December 2 & 12, 2023<br>January 16, 2024<br>February 6, 2024<br>March 5, 2024<br>April 9, 2024 | $400.00<br>(Teacher compensation) | Title I PD Fund |
| Marilyn Adrianzen | Annual CBO Forum | Fallbrook, CA | February 8 & 9, 2024 | $250.00 | General Fund |

| PARTICIPANT(S) | EVENT | PLACE | FROM/TO | COST | FUNDING |
|---|---|---|---|---|---|
| Zenaida Rosario,<br>Luis Ramos,<br>Maria Rodriguez,<br>Adriana Aguilar,<br>Sandra Guzman,<br>Cynthia Mosqueda,<br>Josefina Villegas,<br>Marianna Rochin<br>Karla Rodriguez,<br>Ana Hamama,<br>Marisa Dorado,<br>Veronica Castro,<br>Laura English,<br>Adriana Garcia,<br>Erika Hurtado Lopez,<br>Carla Garcia,<br>Sylvia Cervantes,<br>Karla Garciadealba,<br>David Perez,<br>Nirvana Bustos,<br>Maricela Banuet,<br>Martha Hernandez,<br>Brenda Huerta<br><br>Parents:<br>Jose Morales,<br>Caroline Cothern,<br>Mariela Fonseca,<br>Norma Del Toro,<br>Jennifer Villanueva,<br>Bertha Banda,<br>Nubia Moreno,<br>Marisela Medrano,<br>Gerardo Arreola | CABE Conference 2024 | Anaheim, CA | February 21-24, 2024 | $65,000.00 | Title III |
| Marianna Rochin | CalABA 2024 – EMPOWER | Pasadena, CA | February 8 & 9, 2024 | $1,550.00 | Med-Cal Funds |
| Anita Gillchrest | California School Nurses Organization (CSNO) $74^{th}$ Annual Conference | Rancho Mirage, CA | February 8-11, 2024 | $1,750.00 | General Fund |

| PARTICIPANT(S) | EVENT | PLACE | FROM/TO | COST | FUNDING |
|---|---|---|---|---|---|
| Gina Potter,<br>Jose Iniguez,<br>Irene Lopez,<br>Rudy Lopez,<br>Marilyn Adrianzen | Capital Advisors Group, LLC Governor's Budget 2024-25 | SDCOE | February 1, 2024 | $0 | No Cost |
| Carolina Hernandez | ELPAC Accessibility Resources Live Session: Module B | Online | November 29, 2023 | $100.00<br>(Teacher Compensation) | Title I PD Fund |
| ELAC and DELAC Parents – TBD | Empowering Parent/Family Leaders: ELAC/DELAC Training Course | National City | November 29, 2023 | $0 | No Cost |
| LCAP/DBAC Members,<br>Board Members,<br>Others (TBD) | Governor's Budget Workshop | Anaheim, CA | January 19, 2024 | $3,250.00 | General Fund |
| Maria Rodriguez | LCAP – From Accountability to Compliance | Online | December 12, 2023 | $275.00 | Title I PD Fund |
| Maria Rodriguez | LCAP Workshop Series | Online | January 11, 2024<br>February 7, 15 and 27, 2024<br>March 5, 2024 | $0 | No Cost |
| Ana Bush | Legislative Action Conference | Sacramento, CA | March 17-19, 2024 | $2,500.00 | KIT Funds |
| Adriana Aguilar,<br>Sandra Guzman,<br>Carolina Hernandez | Maximizing the Use of Decodables with Wiley Blevins | Online | December 5, 2023 | $350.00 | Title I PD Fund |

| **PARTICIPANT(S)** | **EVENT** | **PLACE** | **FROM/TO** | **COST** | **FUNDING** |
|---|---|---|---|---|---|
| Viviana Collins | Project GLAD Part I: Research and Theory Foundations | Online | January 4-5, 2024 | $1,500.00<br><br>(Registration & compensation) | Title III Fund |
| Maria Carriedo,<br>Steven Clemensen,<br>Bertha Franco-Lopez,<br>Leonore Garcia,<br>Ana Hurtado,<br>Hannah Limon,<br>Lorna Longmire,<br>Nora Macias Santos,<br>Cecilia Villanueva<br><br>Mei Ling Murray,<br>Robin Worley | Project GLAD Part II: In Classroom Demonstrations | Various Locations | January 16-19, 2024<br><br>February 6-9, 2024 | $17,100.00<br><br>(Registration Fees & Substitute compensation) | Title III Fund |
| Gustavo Lopez | Robert Bittner Workshop | San Diego | January 17, 2024 | $180.00<br><br>(Registration & Mileage) | General Fund |
| Liana Davis | STEAM Symposium | Long Beach, CA | February 9-10, 2024 | $2,000.00 | Title IV Fund |
| Maria Rodriguez | Title II CARS Winter Release | Online | December 5, 2023 | $0 | No Cost |
| Dinah Marrujo | We Thinkers! Volume 1: Social Explorers and We Thinkers! Volume 2: Social Problem Solvers ~ Two Day Session | Anaheim, CA | February 1 & 2, 2024 | $1,150.00 | MAA Funds |

# BUSINESS

# SAN YSIDRO SCHOOL DISTRICT
## *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** PURCHASING REPORT

**BACKGROUND INFORMATION:**
In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

Report #5 (November 1, 2023 through November 30, 2023): ▪ General Fund: 0000010791-0000010820, 0000010822, 0000010824-0000010825, 0000010827-0000010829, 0000010831, 0000010833-0000010844, 0000010846-0000010858, 0000010860-0000010864, 0000010866-0000010904 ▪ Child Development Fund: 0000010821, 0000010823, 0000010845, 0000010859, 0000010865.

**RECOMMENDATION:**
Approve/Ratify the following purchase orders incurred by the District during the period November 1, 2023 through November 30, 2023. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$3,250,491.23
(Amount)

As listed above
(Name of funding source and/or location)

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

| PO Date | PO No. | Supplier | Supplier | PO Ref | Fund | Resource | Object | Site | Total by Account |
|---|---|---|---|---|---|---|---|---|---|
| 11/1/2023 | 0000010791 | 000762 | SOUTH BAY FENCE, INC. | CONTRACTED SERVICES | 0100 | 8150000 | 5600005 | 070 | 1,835.00 |
| 11/1/2023 | 0000010792 | 002722 | YMCA OF SAN DIEGO COUNTY | PROFESSIONAL SERVICES | 0100 | 7425000 | 5800010 | 061 | 2,823,249.00 |
| 11/2/2023 | 0000010793 | 004548 | MONTGOMERY HARDWARE CO. | MAINTENANCE SUPPLIES | 0100 | 8150000 | 4300007 | 070 | 2,000.00 |
| 11/2/2023 | 0000010794 | 0000001034 | SECURITAS TECHNOLOGY CORPORATION | CONTRACTED SERVICES | 0100 | 8150000 | 5600005 | 070 | 6,000.00 |
| 11/2/2023 | 0000010795 | 003311 | SAN DIEGO COUNTY SUPERINTENDEN | REGISTRATION FEES | 0100 | 0000000 | 5200003 | 050 | 280.00 |
| 11/2/2023 | 0000010796 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300000 | 010 | 6,156.05 |
| 11/3/2023 | 0000010797 | 004309 | BEST BEST & KRIEGER LLP | LEGASL SERVICES | 0100 | 0000000 | 5800002 | 063 | 19,645.73 |
| 11/3/2023 | 0000010797 | 004309 | BEST BEST & KRIEGER LLP | LEGASL SERVICES | 0100 | 0000000 | 5800002 | 071 | 9,736.60 |
| 11/3/2023 | 0000010798 | 0000000698 | WESTED | PROFESSIONAL SERVICES | 0100 | 0000000 | 5800010 | 050 | 1,447.00 |
| 11/6/2023 | 0000010799 | 004678 | AMAZON CAPITAL SERVICES | MAINTENANCE SUPPLIES | 0100 | 8150000 | 4300011 | 070 | 375.28 |
| 11/6/2023 | 0000010800 | 001755 | WILLIAM V. MAC GILL & CO. | MEDICAL SUPPLIES | 0100 | 0000000 | 4300010 | 024 | 2,757.97 |
| 11/6/2023 | 0000010801 | 004678 | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES | 0100 | 0000000 | 4300001 | 012 | 753.84 |
| 11/7/2023 | 0000010802 | 000809 | OFFICE DEPOT | OFFICE SUPPLIES | 0100 | 0000000 | 4300001 | 024 | 4,174.67 |
| 11/7/2023 | 0000010803 | 004129 | CARRIE A. KOURI | INSTRUCTIONAL MATERIALS | 0100 | 6500200 | 4300001 | 054 | 138.89 |
| 11/7/2023 | 0000010804 | 0000001037 | SCHOOL SOCIAL WORK ASSOCIATION | REGISTRATION FEES | 0100 | 6500000 | 5800010 | 054 | 630.00 |
| 11/7/2023 | 0000010805 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 6500000 | 4300001 | 054 | 728.87 |
| 11/7/2023 | 0000010806 | 000809 | OFFICE DEPOT | OFFICE SUPPLIES | 0100 | 5630000 | 4300011 | 050 | 1,432.92 |
| 11/7/2023 | 0000010807 | 0000001038 | WOODLAKE TECHNOLOGIES, INC | INSTRUCIONAL MATERIALS | 0100 | 6500200 | 4300001 | 054 | 3,563.00 |
| 11/7/2023 | 0000010808 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300001 | 020 | 881.17 |
| 11/7/2023 | 0000010809 | 003377 | SOUTHWEST SCHOOL & OFFICE | INSTRUCTIONAL SUPPLIES | 0100 | 0000000 | 4300001 | 020 | 2,145.56 |
| 11/7/2023 | 0000010810 | 0000000715 | RIVERSIDE ASSESSMENTS, LLC | INSTRUCTIONAL MATERIALS | 0100 | 6500000 | 4300003 | 054 | 1,204.69 |
| 11/8/2023 | 0000010811 | 0000000716 | POWERSCHOOL GROUP LLC | CONTRACTED SERVICES | 0100 | 0000000 | 5800010 | 062 | 11,837.92 |
| 11/8/2023 | 0000010812 | 0000000719 | WEST COAST FIRE | CONTRACTED SERVICES | 0100 | 9010070 | 6200000 | 010 | 5,080.00 |
| 11/8/2023 | 0000010813 | 0000001039 | W2W SPORT | CONTRACTED SERVICES | 0100 | 8150000 | 5600005 | 070 | 29,120.04 |
| 11/8/2023 | 0000010814 | 0000000685 | DALE SCOTT & COMPANY, INC. | PROFESSIONAL SERVICES | 0100 | 0000000 | 5800000 | 071 | 30,000.00 |
| 11/8/2023 | 0000010815 | 000146 | LAKESHORE | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300000 | 010 | 6,178.28 |
| 11/8/2023 | 0000010816 | 0000001042 | NEWEGG BUSINESS INC | TECHNOLOGY SUPPLIES | 0100 | 0000000 | 4300002 | 067 | 319.69 |
| 11/8/2023 | 0000010817 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 3010000 | 4300001 | 025 | 1,259.06 |
| 11/8/2023 | 0000010818 | 000584 | SWEETWATER UNION HIGH | CONTRACTED SERVICES | 0100 | 7425000 | 5800010 | 061 | 10,000.00 |
| 11/8/2023 | 0000010819 | 001178 | SAN DIEGO COUNTY | REGISTRATION FEES | 0100 | 3010003 | 5200003 | 061 | 150.00 |
| 11/8/2023 | 0000010820 | 001012 | CDW GOVERNMENT LLC | TECHNOLOGY SUPPLIES | 0100 | 0000000 | 4300001 | 061 | 1,098.73 |
| 11/8/2023 | 0000010822 | 004678 | AMAZON CAPITAL SERVICES | OFFICE MATERIALS | 0100 | 0000000 | 4300000 | 012 | 1,241.26 |
| 11/8/2023 | 0000010824 | 002847 | ROAD ONE TOWING | CONTRACTED SERVICES | 0100 | 8150000 | 5600005 | 070 | 225.00 |
| 11/8/2023 | 0000010825 | 001012 | CDW GOVERNMENT LLC | TECHNOLOGY SUPPLIES | 0100 | 0000000 | 4300002 | 067 | 2,011.97 |

| PO Date | PO No. | Supplier | Supplier | PO Ref | Fund | Resource | Object | Site | Total by Account |
|---|---|---|---|---|---|---|---|---|---|
| 11/9/2023 | 0000010827 | 0000000738 | SMARTSIGN | TECHNOLOGY SUPPLIES | 0100 | 0000000 | 4300002 | 067 | 410.39 |
| 11/9/2023 | 0000010828 | 0000000499 | SCHOOLOUTLET.COM | INSTRUCTIONAL MATERIALS | 0100 | 6500000 | 4300001 | 054 | 456.36 |
| 11/9/2023 | 0000010829 | 0000000857 | POSTER STUDIO EXPRESS | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300000 | 025 | 398.62 |
| 11/13/2023 | 0000010831 | 000535 | SCHOOL SPECIALTY | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300001 | 016 | 1,367.09 |
| 11/13/2023 | 0000010833 | 0000000650 | PATHWAY COMMUNICATIONS LTD | TECHNOLOGY SUPPLIES | 0100 | 0000000 | 4300001 | 018 | 4,898.32 |
| 11/13/2023 | 0000010834 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300000 | 010 | 2,735.36 |
| 11/13/2023 | 0000010835 | 0000000699 | EL POLLO GRILL INC | CONTRACTED SERVICES | 0100 | 0300020 | 4300015 | 020 | 1,779.76 |
| 11/13/2023 | 0000010836 | 0000000854 | SUN DIEGO CHARTER | CONTRACTED SERVICES | 0100 | 0980011 | 5800017 | 012 | 1,800.00 |
| 11/13/2023 | 0000010837 | 002771 | SMART & FINAL | REFRESHMENTS | 0100 | 0300020 | 4300015 | 020 | 500.00 |
| 11/13/2023 | 0000010838 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0300212 | 4300000 | 012 | 359.91 |
| 11/14/2023 | 0000010839 | 004678 | AMAZON CAPITAL SERVICES | PUBLICATION SUPPLIES | 0100 | 0000000 | 4300050 | 073 | 26.39 |
| 11/14/2023 | 0000010840 | 000588 | SCHOOL SERVICES OF CALIFORNIA | REGISTRATION FEES | 0100 | 0000000 | 5200003 | 071 | 3,250.00 |
| 11/14/2023 | 0000010841 | 001178 | SAN DIEGO COUNTY | REGISTRATION FEES | 0100 | 4203000 | 5200003 | 061 | 500.00 |
| 11/14/2023 | 0000010842 | 002030 | SCRIPPS NATIONAL SPELLING BEE | REGISTRATION FEES | 0100 | 0000000 | 5800006 | 061 | 1,087.50 |
| 11/14/2023 | 0000010843 | 003249 | CABE SD SOUTH COUNTY | REGISTRATION FEES | 0100 | 3010003 | 5200003 | 061 | 1,920.00 |
| 11/14/2023 | 0000010844 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0490000 | 4300000 | 054 | 259.27 |
| 11/14/2023 | 0000010846 | 0000000715 | RIVERSIDE ASSESSMENTS, LLC | INSTRUCTIONAL MATERIALS | 0100 | 0490000 | 4300003 | 054 | 1,204.68 |
| 11/14/2023 | 0000010847 | 0000000748 | GOGUARDIAN | CONTRACTED SERVICES | 0100 | 3010000 | 5800006 | 022 | 2,325.00 |
| 11/14/2023 | 0000010848 | 0000000801 | DATA RECOGNITION CORPORATION | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300003 | 057 | 1,501.75 |
| 11/14/2023 | 0000010849 | 0000000854 | SUN DIEGO CHARTER | CONTRACTED SERVICES | 0100 | 0980000 | 5800018 | 025 | 1,000.00 |
| 11/15/2023 | 0000010850 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL SUPPLIES | 0100 | 0000000 | 4300001 | 022 | 279.06 |
| 11/15/2023 | 0000010851 | 000146 | LAKESHORE | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300000 | 010 | 3,570.41 |
| 11/15/2023 | 0000010852 | 001238 | GOPHER SPORT | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300000 | 010 | 334.03 |
| 11/15/2023 | 0000010853 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300000 | 010 | 464.96 |
| 11/16/2023 | 0000010854 | 001980 | VELOCITY TRUCK CENTERS | CONTRACTED SERVICES | 0100 | 0982000 | 5600005 | 074 | 3,288.60 |
| 11/16/2023 | 0000010855 | 000809 | OFFICE DEPOT | OFFICE SUPPLIES | 0100 | 0000000 | 4300001 | 016 | 1,565.50 |
| 11/16/2023 | 0000010856 | 001643 | ATKINSON, ANDELSON, LOYA, RUUD | LEGEL SERVICES | 0100 | 0000000 | 5800002 | 063 | 918.75 |
| 11/17/2023 | 0000010857 | 0000000671 | IXL LEARNING INC. | INSTRUCTIONAL LICENSES | 0100 | 3010000 | 4300001 | 024 | 1,488.00 |
| 11/17/2023 | 0000010858 | 0000001044 | NEXT GEN MATH, LLC | CONTRACTED SERVICES | 0100 | 3010000 | 5800006 | 024 | 11,279.00 |
| 11/20/2023 | 0000010860 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 2600000 | 4300001 | 061 | 19.38 |
| 11/20/2023 | 0000010860 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 2600000 | 4300001 | 061 | 309.77 |
| 11/20/2023 | 0000010861 | 0000000488 | DOLLARDAYS INTERNATIONAL, INC. | INSTRUCTION MATERIALS | 0100 | 5630000 | 4300001 | 050 | 5,159.07 |
| 11/20/2023 | 0000010862 | 003993 | IMAGINE LEARNING INC | CONTRACTED SERVICES | 0100 | 3010000 | 5800006 | 024 | 22,125.00 |
| 11/20/2023 | 0000010863 | 001906 | LEARNING A-Z | CONTRACTED SERVICES | 0100 | 3010000 | 5800006 | 024 | 7,374.60 |

| PO Date | PO No. | Supplier | Supplier | PO Ref | Fund | Resource | Object | Site | Total by Account |
|---|---|---|---|---|---|---|---|---|---|
| 11/20/2023 | 0000010864 | 0000000650 | PATHWAY COMMUNICATIONS LTD | TECHNOLOGY SUPPLIES | 0100 | 0000000 | 4300001 | 024 | 489.83 |
| 11/20/2023 | 0000010866 | 0000001045 | HAMERAY PUBLISHING GROUP, INC | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300001 | 061 | 654.57 |
| 11/20/2023 | 0000010867 | 0000000779 | TRAFERA, LLC | TECHNOLOGY MATERIALS | 0100 | 3010000 | 4300001 | 016 | 11,979.65 |
| 11/20/2023 | 0000010868 | 001755 | WILLIAM V. MAC GILL & CO. | MEDICAL SUPPLIES | 0100 | 0000000 | 4300010 | 022 | 345.08 |
| 11/20/2023 | 0000010869 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300001 | 024 | 335.60 |
| 11/20/2023 | 0000010869 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 3010000 | 4300001 | 024 | 125.39 |
| 11/20/2023 | 0000010870 | 004698 | DOCUMENT TRACKING SERVICES, | CONTRACTED SERVICES | 0100 | 0000000 | 5800010 | 061 | 2,500.00 |
| 11/20/2023 | 0000010871 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 2600000 | 4300001 | 061 | 187.13 |
| 11/20/2023 | 0000010872 | 004309 | BEST BEST & KRIEGER LLP | LEGAL FEES | 0100 | 0000000 | 5800002 | 071 | 3,516.80 |
| 11/20/2023 | 0000010873 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 3010000 | 4300001 | 022 | 1,034.83 |
| 11/20/2023 | 0000010874 | 004601 | SIR SPEEDY PRINTING 02890 | OFFICE SUPPLIES | 0100 | 0000000 | 4300011 | 062 | 53.88 |
| 11/20/2023 | 0000010874 | 004601 | SIR SPEEDY PRINTING 02890 | OFFICE SUPPLIES | 0100 | 0000000 | 4300001 | 016 | 53.88 |
| 11/20/2023 | 0000010875 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0000005 | 4300000 | 061 | 1,140.22 |
| 11/20/2023 | 0000010876 | 003311 | SAN DIEGO COUNTY SUPERINTENDEN | REGISTRATION FEE | 0100 | 0000000 | 5200003 | 071 | 250.00 |
| 11/20/2023 | 0000010877 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 4127000 | 4300000 | 061 | 1,120.23 |
| 11/20/2023 | 0000010878 | 002682 | BENCHMARK EDUCATION COMPANY | INSTRUCTIONAL MATERIALS | 0100 | 6300000 | 4100000 | 061 | 44,177.50 |
| 11/21/2023 | 0000010879 | 0000000078 | VECTOR USA | CONTRACTED SERVICES | 0100 | 0000000 | 5800006 | 067 | 7,400.00 |
| 11/21/2023 | 0000010880 | 000809 | OFFICE DEPOT | OFFICE SUPPLIES | 0100 | 0000000 | 4300011 | 061 | 101.82 |
| 11/21/2023 | 0000010881 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 2600000 | 4300001 | 061 | 484.62 |
| 11/21/2023 | 0000010882 | 004678 | AMAZON CAPITAL SERVICES | MAINTENANCE SUPPLIES | 0100 | 8150000 | 4300007 | 070 | 568.77 |
| 11/21/2023 | 0000010883 | 004678 | AMAZON CAPITAL SERVICES | OFFICE MATERIALS | 0100 | 0000000 | 4300000 | 012 | 1,007.17 |
| 11/21/2023 | 0000010884 | 001981 | SAN DIEGO COUNTY SUPERINDENT | REGISTRATION FEES | 0100 | 0000000 | 5200003 | 061 | 300.00 |
| 11/21/2023 | 0000010885 | 0000000429 | VEX ROBOTICS, INC | INSTRUCTIONAL MATERIALS | 0100 | 4124000 | 4300001 | 014 | 6,783.95 |
| 11/21/2023 | 0000010886 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300001 | 022 | 2,107.58 |
| 11/21/2023 | 0000010887 | 001238 | GOPHER SPORT | INSTRUCTIONAL MATERIALS | 0100 | 9010101 | 4300001 | 061 | 3,866.82 |
| 11/21/2023 | 0000010888 | 004678 | AMAZON CAPITAL SERVICES | CLASSROOM MATERIALS | 0100 | 0000000 | 4300000 | 012 | 516.60 |
| 11/21/2023 | 0000010889 | 004692 | WHITAKER BROTHERS BUSINESS | CONTRACTED SERVICES | 0100 | 8150000 | 5600005 | 070 | 365.00 |
| 11/27/2023 | 0000010890 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0300212 | 4300000 | 012 | 705.92 |
| 11/27/2023 | 0000010891 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300011 | 020 | 599.03 |
| 11/28/2023 | 0000010892 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 2600000 | 4300001 | 061 | 522.04 |
| 11/28/2023 | 0000010893 | 004678 | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES | 0100 | 0000000 | 4300011 | 025 | 495.63 |
| 11/28/2023 | 0000010894 | 004678 | AMAZON CAPITAL SERVICES | OFFICE SUPPLIES | 0100 | 0000000 | 4300001 | 022 | 374.93 |
| 11/28/2023 | 0000010895 | 003309 | PRINT TO MAIL DOCUMENT SYSTEM | OFFICE SUPPLIES | 0100 | 0000000 | 4300001 | 022 | 215.50 |
| 11/28/2023 | 0000010896 | 000762 | SOUTH BAY FENCE, INC. | CONTRACTED SERVICES | 0100 | 8150000 | 5600005 | 070 | 5,785.00 |

| PO Date | PO No. | Supplier | Supplier | PO Ref | Fund | Resource | Object | Site | Total by Account |
|---|---|---|---|---|---|---|---|---|---|
| 11/29/2023 | 0000010897 | 000809 | OFFICE DEPOT | OFFICE SUPPLIES | 0100 | 0000000 | 4300001 | 012 | 2,087.33 |
| 11/29/2023 | 0000010898 | 0000000397 | HORIZON DISTRIBUTORS | GROUNDS EQUIPMENT | 0100 | 8150000 | 4400000 | 068 | 30,145.22 |
| 11/29/2023 | 0000010899 | 0000001046 | HYA CORPORATION | PROFESSIONAL SERVICES | 0100 | 0000000 | 5800010 | 062 | 20,000.00 |
| 11/30/2023 | 0000010900 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 0100 | 0000000 | 4300011 | 020 | 99.65 |
| 11/30/2023 | 0000010901 | 002754 | EL TAPATIO CATERING | CONTRACTED SERVICES | 0100 | 0300020 | 4300015 | 020 | 493.65 |
| 11/30/2023 | 0000010902 | 004678 | AMAZON CAPITAL SERVICES | SCHOOL INCENTIVES | 0100 | 0300020 | 4300015 | 020 | 366.06 |
| 11/30/2023 | 0000010903 | 002874 | ACSA | MEMBERSHIP | 0100 | 0000000 | 5300000 | 064 | 13,454.85 |
| 11/30/2023 | 0000010904 | 0000000033 | ORANGE COUNTY DEPT. OF EDUCATION | REGISTRATION FEES | 0100 | 0000000 | 5200003 | 050 | 375.00 |
| | | | | | | | **Total for 0100** | | **3,240,801.45** |
| 11/8/2023 | 0000010821 | 000535 | SCHOOL SPECIALTY | OFFICE SUPPLIES | 1200 | 6105000 | 4300001 | 076 | 1,770.25 |
| 11/8/2023 | 0000010823 | 000146 | LAKESHORE | INSTRUCTIONAL MATERIALS | 1200 | 6105000 | 4300001 | 076 | 2,627.05 |
| 11/14/2023 | 0000010845 | 004678 | AMAZON CAPITAL SERVICES | INSTRUCTIONAL MATERIALS | 1200 | 5210000 | 4300001 | 076 | 211.10 |
| 11/20/2023 | 0000010859 | 003192 | WALMART | INSTRUCTIONAL MATERIALS | 1200 | 9024002 | 4300001 | 076 | 5,000.00 |
| 11/20/2023 | 0000010865 | 000146 | LAKESHORE | INSTRUCTIONAL MATERIALS | 1200 | 6105000 | 4300001 | 076 | 81.38 |
| | | | | | | | **Total for 1200** | | **9,689.78** |
| | | | | | | | **Grand Total** | | **3,250,491.23** |

# SAN YSIDRO SCHOOL DISTRICT
## *GOVERNING BOARD AGENDA*

**TO:** Governing Board **BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** EXPENDITURE REPORTS

**BACKGROUND INFORMATION:**
The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

September 2023: The Board Agenda for the meeting on October 19, 2023 incorrectly stated the Expenditure Report information for September 2023. The District, in an effort to clarify and provide correct information is resubmitting September's Expenditure Report for approval/ratification for the period of September 1, 2023 through September 30, 2023 with checks #14-057698 through #14-066317 for a total expenditure of $1,619,853.57 from the following sources:

General Fund - $1,388,732.52
Child Development Fund- $938.71
Child Nutrition Fund -$ 210,133.90
Building Fund Prop -$20,048.44

November 2023: The following are expenditures incurred by the District during the period of November 1, 2023 through November 30, 2023 with checks #14-080358 through #14-89939 for a total expenditure of $1,099,128.89 from the following sources:

General Fund - $853,399.58
Child Nutrition Fund - $171,766.86
Building Fund Prop - $73,962.50

**RECOMMENDATION:**
Approve/Ratify the expenditures incurred by the District during the period of September 1, 2023 through September 30, 2023 for a total expenditure of $1,619,853.57 and approve/ratify the expenditures incurred by the District during the period of November 1, 2023 through November 30, 2023 for a total expenditure of $1,099,128.89. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

**Two Months**
$ 2,718,982.46
(Amount)

Various (see above)
(Name of funding source and/or location)

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

# Expenditure Report

# September 2023

| Warrant ID | Payee | Date | 61 | Fund | Description |
|---|---|---|---|---|---|
| 14057698 | RAPTOR TECHNOLOGIES, LLC | 9/5/2023 | 2783.07 | 0100 | CONTRACTED SERVICES |
| 14057699 | AARDVARK ANT & PEST CONTROL INC. | 9/5/2023 | 2217.00 | 0100 | CONTRACTED SERVICES |
| 14057700 | WALSH & ASSOCIATES, APC | 9/5/2023 | 207.00 | 0100 | LEGAL SERVICES |
| 14057701 | DFS FLOORING LP | 9/5/2023 | 4015.00 | 0100 | CONTRACTED SERVICES |
| 14057702 | LAKESHORE | 9/5/2023 | 13177.44 | 0100 | INSTRUCTIONAL SUPPLIES |
| 14057703 | GOPHER SPORT | 9/5/2023 | 8898.54 | 0100 | INSTRUCTIONAL SUPPLIES |
| 14057704 | RANCHO SAN DIEGO NURSERY INC | 9/5/2023 | 2624.40 | 0100 | GROUNDS SUPPLIES |
| 14057705 | THE COLLEGE BOARD | 9/5/2023 | 22445.37 | 0100 | INSTRUCTIONAL SUPPLIES |
| 14058618 | MRC SMART TECHNOLOGY SOLUTIONS | 9/7/2023 | 12204.61 | 0100 | CONTRACTED SERVCIES |
| 14058620 | SARINA HEMUNGKORN | 9/7/2023 | 48.44 | 0100 | REIMBURSEMENT |
| 14058622 | CAL PACIFIC TRUCK CENTER ,LLC | 9/7/2023 | 8490.34 | 0100 | CONTRACTED SERVICES |
| 14058623 | MICHAEL FERGUSON | 9/7/2023 | 21360.00 | 0100 | PROFESSIONAL SERVICES |
| 14058624 | WAXIE SANITARY SUPPLY | 9/7/2023 | 16577.09 | 0100 | CUSTODIAL SUPPLIES |
| 14058625 | REFRIGERATION SUPPLIES | 9/7/2023 | 3168.29 | 0100 | MAINTENANCE SUPPLY |
| 14059691 | LUPITA GARCIA | 9/11/2023 | 60.00 | 0100 | REIMBURSEMENT |
| 14059692 | EFRAIN IVAN MANRIQUEZ | 9/11/2023 | 109.32 | 0100 | MILEAGE |
| 14059693 | MIGUEL ORTEGA | 9/11/2023 | 68.00 | 0100 | MILEAGE |
| 14059694 | PATHWAY COMMUNICATIONS LTD | 9/11/2023 | 3983.30 | 0100 | TECHNOLOGY EQUIPMENT |
| 14059695 | POWERSCHOOL GROUP LLC | 9/11/2023 | 48512.50 | 0100 | CONTRACTED SERVICES |
| 14059696 | VOCAL T.R.A.C.K. SPEECH & | 9/11/2023 | 1650.00 | 0100 | CONTRACTED SERVICES |
| 14059698 | CRYSTAL HENRY | 9/11/2023 | 60.00 | 0100 | REIMBURSEMENT |
| 14059699 | GRUENBERG LAW CLIENT TRUST | 9/11/2023 | 130000.00 | 0100 | LEGAL SERVICES |
| 14059700 | REPUBLIC SERVICES | 9/11/2023 | 23656.57 | 0100 | UTILITIES |
| 14059701 | WHOLESALE SCHOOLWEAR, INC. | 9/11/2023 | 9432.00 | 0100 | SCHOOL UNIFORMS |
| 14060944 | CORODATA RECORDS MANAGEMENT, INC. | 9/14/2023 | 497.49 | 0100 | CONTRACTED SERVICES |
| 14060945 | KEENAN & ASSOCIATES | 9/14/2023 | 142.44 | 0100 | PROFESSIONAL SERVICES |
| 14060946 | WINET PATRICK GAYER CREIGHTON | 9/14/2023 | 3793.48 | 0100 | LEGAL SERVICES |
| 14060947 | U.S. BANK | 9/14/2023 | 6000.00 | 0100 | CONTRACTED SERVICES |
| 14060948 | DAILY JOURNAL CORPORATION | 9/14/2023 | 120.75 | 0100 | CONTRACTED SERVICES |
| 14060949 | THE STEPPING STONE GROUP | 9/14/2023 | 15500.00 | 0100 | PROFESSIONAL SERVICES |
| 14060950 | THE SPEECH PATHOLOGY GROUP, INC | 9/14/2023 | 11182.40 | 0100 | PROFESSIONAL SERVICES |
| 14060951 | THE MUSIC THERAPY CENTER OF CALIFORNIA | 9/14/2023 | 995.00 | 0100 | PROFESSIONAL SERVICES |
| 14060952 | TANYA KELLER | 9/14/2023 | 1387.50 | 0100 | PROFESSIONAL SERVICES |

| Warrant ID | Payee | Date | 61 | Fund | Description |
|---|---|---|---|---|---|
| 14060953 | PACIFIC PURE WATER SYSTEMS LLC | 9/14/2023 | 129.30 | 0100 | CONTRACTED SERVICES |
| 14060954 | THE BIRCH AGENCY INC | 9/14/2023 | 11200.00 | 0100 | PROFESSDIONAL SERVICES |
| 14060955 | PROCARE THERAPY | 9/14/2023 | 10640.00 | 0100 | PROFESSIONAL SERVICES |
| 14060956 | SPEECH TREE THERAPY CENTER | 9/14/2023 | 900.00 | 0100 | PROFESSIONAL SERVICES |
| 14060957 | DIXIELINE LUMBER CO | 9/14/2023 | 248.19 | 0100 | MAINTENANCE SUPPLIES |
| 14060958 | SAN DIEGO GAS & ELECTRIC | 9/14/2023 | 1885.48 | 0100 | UTILITIES |
| 14060959 | PARADIGM HEALTHCARE SERVICES | 9/14/2023 | 288.75 | 0100 | PROFESSIONAL SERVICES |
| 14060960 | MCGRAW-HILL | 9/14/2023 | 168730.28 | 0100 | INSTRUCTIONAL MATERIALS |
| 14060961 | KONE INC | 9/14/2023 | 11475.18 | 0100 | CONTRACTED SERVICES |
| 14060962 | ATKINSON, ANDELSON, LOYA, RUUD | 9/14/2023 | 2389.47 | 0100 | LEGAL SERVICES |
| 14060963 | NAPA AUTO PARTS | 9/14/2023 | 426.75 | 0100 | MECHANIC SUPPLIES |
| 14060964 | SMART & FINAL | 9/14/2023 | 327.43 | 0100 | INSTRUCTIONAL MATERIALS |
| 14060965 | GYM CLOSET | 9/14/2023 | 3011.69 | 0100 | INSTRUCTIONAL SUPPLIES |
| 14060966 | EMPLOYMENT DEVELOPMENT DEPT. | 9/14/2023 | 625.35 | 0100 | CONTRACTED SERVICES |
| 14060967 | RUSSELL SIGLER, INC | 9/14/2023 | 1966.88 | 0100 | MAINTENANCE SUPPLIES |
| 14060968 | N2Y INC | 9/14/2023 | 4863.22 | 0100 | INSTRUCTIONAL MATERIALS |
| 14060969 | UNITED PLUMBING HEATING AIR | 9/14/2023 | 18755.00 | 0100 | CONTRACTED SERVICES |
| 14060970 | AMAZON CAPITAL SERVICES | 9/14/2023 | 15604.03 | 0100 | INSTRUCTIONAL MATERIALS |
| 14060972 | THE COLLEGE BOARD | 9/14/2023 | 2340.28 | 0100 | INSTRUCTIONAL MATERIALS |
| 14060973 | XEROX CORPORATION | 9/14/2023 | 6724.05 | 0100 | CONTRACTED SERVICES |
| 14062410 | CRYSTAL CLEAR GLASS & MIRROR | 9/18/2023 | 607.70 | 0100 | MAINTENANCE SUPPLIES |
| 14062411 | WILLIAM H. SADLIER, INC | 9/18/2023 | 7309.19 | 0100 | INSTRUCTONAL MATERIALS |
| 14062412 | WALSH & ASSOCIATES, APC | 9/18/2023 | 77.00 | 0100 | LEGAL SERVICES |
| 14062413 | NATIONAL CITY TROPHY | 9/18/2023 | 8788.09 | 0100 | AWARDS & INCENTIVES |
| 14062414 | BEN REAZEALE | 9/18/2023 | 484.13 | 0100 | OFFICE SUPPLIES |
| 14062415 | WESTERN PSYCHOLOGICAL SERVICES | 9/18/2023 | 1085.71 | 0100 | INSTRUCTIONAL MATERIALS |
| 14062416 | NAPA AUTO PARTS | 9/18/2023 | 153.11 | 0100 | MECHANIC SUPPLIES |
| 14062417 | COOLE SCHOOL | 9/18/2023 | 946.80 | 0100 | INSTRUCTIONAL MATERIALS |
| 14062418 | IMPERIAL SPRINKLER SUPPLY | 9/18/2023 | 320.00 | 0100 | GROUNDS SUPPLIES |
| 14062419 | SMART & FINAL | 9/18/2023 | 1085.98 | 0100 | REFRESHMENT |
| 14062420 | SOUTHWEST SCHOOL & OFFICE | 9/18/2023 | 2677.62 | 0100 | INSTRUCTIONAL SUPPLIES |
| 14062421 | SUPER DUPER PUBLICATION | 9/18/2023 | 236.51 | 0100 | INSTRUCTIONAL MATERIALS |
| 14062422 | BEST BEST & KRIEGER LLP | 9/18/2023 | 20451.30 | 0100 | LEGAL SERVICES |

| Warrant ID | Payee | Date | 61 | Fund | Description |
|---|---|---|---|---|---|
| 14062423 | SOUTH BAY COMMUNITY SERVICES | 9/18/2023 | 64460.00 | 0100 | PROFESSIONAL SERVICES |
| 14062424 | STOTZ EQUIPMENT | 9/18/2023 | 360.81 | 0100 | GROUNDS SUPPLIES |
| 14063518 | LIBERTY FLAGS, INC. | 9/21/2023 | 495.00 | 0100 | OFFICE MATERIALS |
| 14063519 | VECTOR USA | 9/21/2023 | 16194.46 | 0100 | PROFESSIONAL SERVICES |
| 14063520 | BMR HEALTH SERVICES, INC | 9/21/2023 | 88320.00 | 0100 | PROFESSIONAL SERVICES |
| 14063521 | MARTA RODRIGUEZ DE TORRES | 9/21/2023 | 28.56 | 0100 | MILEAGE |
| 14063523 | XEROX FINANCIAL SERVICES | 9/21/2023 | 9274.25 | 0100 | CONTRACTED SERVICES |
| 14063524 | MARK KIRCHER | 9/21/2023 | 46.18 | 0100 | MILEAGE |
| 14063525 | LORENA GUERRERO | 9/21/2023 | 191.34 | 0100 | REIMBURSEMENT |
| 14063526 | PURCHASE POWER | 9/21/2023 | 3143.78 | 0100 | CONTRACTED SERVICES |
| 14063528 | EFRAIN IVAN MANRIQUEZ | 9/21/2023 | 129.82 | 0100 | MILEAGE |
| 14063529 | AMBER ELLIOTT | 9/21/2023 | 69.56 | 0100 | MILEAGE |
| 14063530 | MARGARITA MEZA | 9/21/2023 | 105.75 | 0100 | REIMBURSEMENT |
| 14063531 | SASHANAE BUCHANAN | 9/21/2023 | 336.98 | 0100 | REIMBURSEMENT |
| 14063533 | IXL LEARNING INC. | 9/21/2023 | 8925.00 | 0100 | CONTRACTED SERVICES |
| 14063534 | MARIANNA ROCHIN | 9/21/2023 | 26.20 | 0100 | MILEAGE |
| 14063535 | EDTHEORY LLC | 9/21/2023 | 34865.57 | 0100 | PROFESSIONAL SERVICES |
| 14063536 | KYO AUTISM THERAPY, LLC | 9/21/2023 | 4725.52 | 0100 | PROFESSIONAL SERVICES |
| 14063537 | ANDRES RECENDEZ | 9/21/2023 | 41.46 | 0100 | REIMBURSEMENT |
| 14063538 | CRISTINA INZUNZA | 9/21/2023 | 44.08 | 0100 | MILEAGE |
| 14063539 | REBECCA BRAVO | 9/21/2023 | 141.36 | 0100 | REIMBURSEMENT |
| 14063540 | SAM & ROSE STEIN EDUCATION | 9/21/2023 | 7668.79 | 0100 | PROFESSIONAL SERVICES |
| 14063542 | THE INSTITUTE FOR EFFECTIVE | 9/21/2023 | 4234.48 | 0100 | PROFESSIONAL SERVICES |
| 14063544 | SAFEWAY INC. -VONS DIVISION | 9/21/2023 | 130.70 | 0100 | REFRESHMENTS |
| 14063547 | CAROLINA HERNANDEZ | 9/21/2023 | 31.70 | 0100 | MILEAGE |
| 14063550 | GOPHER SPORT | 9/21/2023 | 5047.87 | 0100 | INSTRUCTIONAL SUPPLIES |
| 14063551 | PITNEY BOWES | 9/21/2023 | 449.95 | 0100 | OFFICE SUPPLIES |
| 14063552 | CALIFORNIA DEPT. OF JUSTICE | 9/21/2023 | 637.00 | 0100 | CONTRACTED SERVICES |
| 14063553 | RCP BLOCK & BRICK | 9/21/2023 | 111.78 | 0100 | GROUNDS SUPPLIES |
| 14063555 | PRO ED | 9/21/2023 | 2071.23 | 0100 | INSTRUCTIONAL MATERIALS |
| 14063556 | I B TROPHIES & AWARDS | 9/21/2023 | 1526.46 | 0100 | OFFICE MATERIALS |
| 14063557 | CPI | 9/21/2023 | 4725.61 | 0100 | INSTRUCTIONAL MATERIALS |
| 14063558 | FEDEX | 9/21/2023 | 34.86 | 0100 | CONTRACTED SERVICES |

Exenditure Report
9/1/23/-9/30/23

| Warrant ID | Payee | Date | 61 | Fund | Description |
|---|---|---|---|---|---|
| 14063559 | VALLEY INDUSTRIAL SPECIALTIES | 9/21/2023 | 2336.61 | 0100 | MAINTENANCE SUPPLIES |
| 14063561 | ACE COOLERS INC | 9/21/2023 | 3628.18 | 0100 | CONTRACTED SERVICES |
| 14063562 | MICHAEL BAKER INTERNATIONAL | 9/21/2023 | 1954.06 | 0100 | PROFESSIONAL SERVICES |
| 14063563 | TEAMTALK NETWORK | 9/21/2023 | 437.58 | 0100 | CONTRACTED SERVICES |
| 14063564 | EDUPOINT EDUCATIONAL SYSTEMS | 9/21/2023 | 4500.00 | 0100 | CONTRACTED SERVICES |
| 14063566 | MONTGOMERY HARDWARE CO. | 9/21/2023 | 4235.17 | 0100 | MAINTNENANCE SUPPLIES |
| 14063567 | SIR SPEEDY PRINTING 02890 | 9/21/2023 | 1053.80 | 0100 | OFFICE MATERIALS |
| 14065012 | PANORAMA EDUCATION INC | 9/25/2023 | 23475.00 | 0100 | CONTRACTED SERVICES |
| 14065013 | PARRON-HALL | 9/25/2023 | 1278.28 | 0100 | OFFICE MATERIALS |
| 14065014 | WALMART | 9/25/2023 | 1102.45 | 0100 | REFRESHMENTS |
| 14065015 | AMAZON CAPITAL SERVICES | 9/25/2023 | 17965.77 | 0100 | INSTRUCTIONAL SUPPLIES |
| 14066287 | P.I.P.S. | 9/28/2023 | 73540.42 | 0100 | PROFESSIONAL SERVICES |
| 14066288 | KELLY SPICERS STORES | 9/28/2023 | 1061.12 | 0100 | PUBLICATION SUPPLIES |
| 14066289 | MAXIM HEALTHCARE SERVICES, INC | 9/28/2023 | 86127.50 | 0100 | PROFESSIONAL SERVICES |
| 14066290 | PANERA BREAD COMPANY | 9/28/2023 | 1476.04 | 0100 | CONTRACTED SERVICES |
| 14066291 | KEYGUARD ASSISTIVE TECHNOLOGY | 9/28/2023 | 91.79 | 0100 | INSTRUCTIONAL MATERIALS |
| 14066292 | WEX BANK | 9/28/2023 | 5772.11 | 0100 | CONTRACTED SERVICES |
| 14066293 | IXL LEARNING INC. | 9/28/2023 | 16145.00 | 0100 | CONTRACTED SERVICES |
| 14066294 | MOBYMAX LLC | 9/28/2023 | 1054.00 | 0100 | CONTRACTED SERVICES |
| 14066295 | CAL PACIFIC TRUCK CENTER ,LLC | 9/28/2023 | 5264.26 | 0100 | CONTRACTED SERVICES |
| 14066296 | THE SPEECH PATHOLOGY GROUP, INC | 9/28/2023 | 32155.20 | 0100 | PROFESSIONAL SERVICES |
| 14066297 | EMMA LANDCARE, INC | 9/28/2023 | 12400.00 | 0100 | CONTRACTED SERVICES |
| 14066298 | 6CRICKETS INC | 9/28/2023 | 27000.00 | 0100 | PROFESSIONAL SERVICES |
| 14066299 | MICHAEL FERGUSON | 9/28/2023 | 13440.00 | 0100 | PROFESSIONAL SERVICES |
| 14066301 | CITY TREASURER | 9/28/2023 | 17163.60 | 0100 | UTILITIES |
| 14066302 | WAXIE SANITARY SUPPLY | 9/28/2023 | 20227.89 | 0100 | CUSTODIAL SUPPLIES |
| 14066303 | PARADIGM HEALTHCARE SERVICES | 9/28/2023 | 500.00 | 0100 | PROFESSIONAL SERVICES |
| 14066304 | GRAINGER | 9/28/2023 | 814.43 | 0100 | GROUNDS SUPPLIES |
| 14066305 | HAWTHORNE MACHINERY | 9/28/2023 | 1755.73 | 0100 | CONTRACTED SERVICES |
| 14066306 | OFFICE DEPOT | 9/28/2023 | 2087.33 | 0100 | PUBLICATION SUPPLIES |
| 14066307 | UNITED RENTALS | 9/28/2023 | 3156.47 | 0100 | CONTRACTED SERVICES |
| 14066308 | A-Z BUS SALES, INC. | 9/28/2023 | 3836.94 | 0100 | MECHANICAL SUPPLIES |
| 14066309 | BENCHMARK EDUCATION COMPANY | 9/28/2023 | 18407.01 | 0100 | INSTRUCTIONAL MATERIALS |

Exenditure Report
9/1/23/-9/30/23

| Warrant ID | Payee | Date | 61 | Fund | Description |
|---|---|---|---|---|---|
| 14066310 | AT&T | 9/28/2023 | 16647.49 | 0100 | UTILITIES |
| 14066311 | ACE COOLERS INC | 9/28/2023 | 2399.26 | 0100 | CONTRACTED SERVICES |
| 14066312 | R&L PERFORMANCE AUTO SERVICE | 9/28/2023 | 2119.13 | 0100 | CONTRACTED SERVICES |
| 14066313 | SAN YSIDRO SCHOOL DISTRICT | 9/28/2023 | 12043.03 | 0100 | PCARD REPLENISH |
| 14066314 | R&R CONTROLS INC | 9/28/2023 | 2388.00 | 0100 | CONTRACTED SERVICES |
| 14066315 | AMAZON CAPITAL SERVICES | 9/28/2023 | 960.97 | 0100 | INSTRUCTIONAL MATERIALS |
| 14066316 | ALBERTO CARLOS HERRERA | 9/28/2023 | 998.30 | 0100 | CONTRACTED SERVICES |
| 14066317 | FLYERS ENERGY | 9/28/2023 | 5014.68 | 0100 | DIESEL |
| **Total Fund 01** | | | **$ 1,388,732.52** | | |
| 14058626 | SOUTHWEST SCHOOL & OFFICE | 9/7/2023 | 530.28 | 1200 | INSTRUCTIONAL SUPPLIES |
| 14063541 | LAKESHORE | 9/21/2023 | 408.43 | 1200 | INSTRUCTIONAL MATERIALS |
| **Total Fund 12** | | | **$ 938.71** | | |
| 14058619 | SADEER SAHIB | 9/7/2023 | 44.21 | 1300 | MILEAGE |
| 14063517 | ANA BUSH | 9/21/2023 | 164.16 | 1300 | MILEAGE |
| 14063522 | GOLD STAR FOODS | 9/21/2023 | 124859.32 | 1300 | CAFETERIA FOOD |
| 14063527 | PANERA BREAD COMPANY | 9/21/2023 | 5200.73 | 1300 | REFRESHMENTS |
| 14063532 | SYSCO SAN DIEGO INC. | 9/21/2023 | 3605.39 | 1300 | CONTRACTED SERVICES |
| 14063543 | HOLLANDIA DAIRY INC. | 9/21/2023 | 33470.20 | 1300 | CAFETERIA FOODS |
| 14063545 | P&R PAPER SUPPLY COMPANY, INC. | 9/21/2023 | 12358.70 | 1300 | CAFETERIA PAPER GOODS |
| 14063546 | OFFICE DEPOT | 9/21/2023 | 11373.98 | 1300 | OFFICE SUPPLIES |
| 14063548 | ECONOMY RESTAURANT EQUIPMENT | 9/21/2023 | 3934.08 | 1300 | CAFETERIA SUPPLIES |
| 14063549 | HOME DEPOT | 9/21/2023 | 6831.67 | 1300 | CAFETERIA SUPPLIES |
| 14063554 | LLOYD PEST CONTROL CO. | 9/21/2023 | 273.00 | 1300 | CONTRACTED SERVICES |
| 14063560 | CALIFORNIA DEPARTMENT OF | 9/21/2023 | 134.55 | 1300 | CONTRACTED SERVICES |
| 14063565 | AMERICAN PRODUCE DISTRIBUTORS | 9/21/2023 | 7883.91 | 1300 | CAFETERIA FOODS |
| **Total Fund 13** | | | **$ 210,133.90** | | |
| 14058621 | TOM SILVA CONSULTING | 9/7/2023 | 7700.00 | 2133 | PROFESSIONAL SERVICES |
| 14059697 | FASTSIGNS 69801 | 9/11/2023 | 1068.44 | 2133 | CONTRACTED SERVICES |
| 14066300 | GC FENCE CORP | 9/28/2023 | 11280.00 | 2139 | CONTRACTED SERVICES |
| **Total Fund 21-33** | | | **$ 20,048.44** | | |
| Grand total | | | $ 1,619,853.57 | | |

# Expenditure Report

# November 2023

| Warrant ID | Payee | Date | Warrant Amount | Fund | Description |
|---|---|---|---|---|---|
| 14080358 | MRC SMART TECHNOLOGY SOLUTIONS | 11/2/2023 | 10791.69 | 0100 | CONTRACTED SERVCIES |
| 14080359 | DENISE VILLEZCAS | 11/2/2023 | 93.45 | 0100 | REIMBURSEMENT |
| 14080360 | MARK KIRCHER | 11/2/2023 | 24.10 | 0100 | MILEAGE |
| 14080361 | OSCAR MADERA | 11/2/2023 | 389.71 | 0100 | REIMBURSEMENT |
| 14080362 | AMBER ELLIOTT | 11/2/2023 | 99.82 | 0100 | MILEAGE |
| 14080364 | MARIANNA ROCHIN | 11/2/2023 | 153.77 | 0100 | MILEAGE |
| 14080365 | THE STEPPING STONE GROUP | 11/2/2023 | 6400.00 | 0100 | PROFESSIONAL SERVICES |
| 14080366 | T-MOBILE | 11/2/2023 | 3362.63 | 0100 | CONTRACTED SERVICES |
| 14080367 | MICHELLE PATTERSON | 11/2/2023 | 23.98 | 0100 | REIMBURSEMENT |
| 14080368 | PENSKE TRUCK LEASING | 11/2/2023 | 103.80 | 0100 | CONTRACTED SERVICES |
| 14080369 | REPUBLIC SERVICES | 11/2/2023 | 23800.24 | 0100 | UTILITIES |
| 14080370 | A-Z BUS SALES, INC. | 11/2/2023 | 1907.10 | 0100 | MECHANICAL SUPPLIES |
| 14080371 | ROCHESTER 100 INC. | 11/2/2023 | 580.00 | 0100 | INSTRUCTIONAL MATERIALS |
| 14080372 | BEST BUY | 11/2/2023 | 1591.13 | 0100 | TECHNOLOGY EQUIPMENT |
| 14080373 | PRO POWER | 11/2/2023 | 31.61 | 0100 | MAINTENANCE SUPPLIES |
| 14080374 | FLYERS ENERGY | 11/2/2023 | 4731.03 | 0100 | DIESEL |
| 14081671 | WILLIAM H. SADLIER, INC | 11/6/2023 | 5650.16 | 0100 | INSTRUCTIONAL MATERIALS |
| 14081672 | AVID CENTER | 11/6/2023 | 6450.00 | 0100 | REGISTRATION FEES |
| 14081673 | KEENAN & ASSOCIATES | 11/6/2023 | 7220.00 | 0100 | PROFESSIONAL SERVICES |
| 14081674 | FOUNDATION FOR EDUCATIONAL | 11/6/2023 | 2347.00 | 0100 | REGISTRATION FEES |
| 14081675 | CAPITOL ADVISORS GROUP, LLC | 11/6/2023 | 2000.00 | 0100 | PROFESSIONAL SERVICES |
| 14081676 | AARDVARK ANT & PEST CONTROL INC. | 11/6/2023 | 2217.00 | 0100 | CONTRACTED SERVICES |
| 14081677 | EDTHEORY LLC | 11/6/2023 | 10962.14 | 0100 | PROFESSIONAL SERVICES |
| 14081678 | THE MUSIC THERAPY CENTER OF CALIFORNIA | 11/6/2023 | 1155.00 | 0100 | PROFESSIONAL SERVICES |
| 14081679 | TANYA KELLER | 11/6/2023 | 1875.00 | 0100 | PROFESSIONAL SERVICES |
| 14081680 | KYO AUTISM THERAPY, LLC | 11/6/2023 | 8912.71 | 0100 | PROFESSIONAL SERVICES |
| 14081681 | THE BIRCH AGENCY INC | 11/6/2023 | 6720.00 | 0100 | PROFESSDIONAL SERVICES |
| 14081682 | SPEECH TREE THERAPY CENTER | 11/6/2023 | 990.00 | 0100 | PROFESSIONAL SERVICES |
| 14081683 | MICHAEL FERGUSON | 11/6/2023 | 14400.00 | 0100 | PROFESSIONAL SERVICES |
| 14081684 | SECURITAS TECHNOLOGY CORPORATION | 11/6/2023 | 2425.00 | 0100 | CONTRACTED SERVICES |
| 14081685 | PARADIGM HEALTHCARE SERVICES | 11/6/2023 | 1032.50 | 0100 | PROFESSIONAL SERVICES |
| 14081686 | SCHOOL SPECIALTY | 11/6/2023 | 1932.19 | 0100 | INSTRUCTIONAL MATERIALS |
| 14081687 | OFFICE DEPOT | 11/6/2023 | 2087.33 | 0100 | PUBLICATION SUPPLIES |

| Warrant ID | Payee | Date | Warrant Amount | Fund | Description |
|---|---|---|---|---|---|
| 14081688 | NAPA AUTO PARTS | 11/6/2023 | 45.77 | 0100 | MECHANIC SUPPLIES |
| 14081689 | BEST BEST & KRIEGER LLP | 11/6/2023 | 24176.30 | 0100 | LEGAL SERVICES |
| 14081690 | MONTGOMERY HARDWARE CO. | 11/6/2023 | 539.51 | 0100 | MAINTENANCE SUPPLIES |
| 14081691 | AMAZON CAPITAL SERVICES | 11/6/2023 | 68.80 | 0100 | INSTRUCTIONAL MATERIALS |
| 14081692 | NIMCO, INC | 11/6/2023 | 1724.74 | 0100 | INSTRUCTIONAL MATERIALS |
| 14083350 | MARK KIRCHER | 11/9/2023 | 37.92 | 0100 | MILEAGE |
| 14083351 | MAXIM HEALTHCARE SERVICES, INC | 11/9/2023 | 50814.23 | 0100 | PROFESSIONAL SERVICES |
| 14083353 | U.S. BANK | 11/9/2023 | 2750.00 | 0100 | CONTRACTED SERVICES |
| 14083354 | NATIONAL SEATING & MOBILITY, INC. | 11/9/2023 | 4524.64 | 0100 | INSTRUCTIONAL MATERIAL |
| 14083355 | FACTS EDUCATION SOLUTIONS LLC | 11/9/2023 | 13000.00 | 0100 | CONTRACTED SERVICES |
| 14083356 | RUSSELL LITTLE | 11/9/2023 | 159.61 | 0100 | REIMBURSEMENT |
| 14083357 | MARGARITA MEZA | 11/9/2023 | 38.75 | 0100 | REIMBURSEMENT |
| 14083358 | TRANSFINDER CORPORATION | 11/9/2023 | 5500.00 | 0100 | MAINTENANCE AGREEMENT |
| 14083359 | WESTED | 11/9/2023 | 1447.00 | 0100 | PROFESSIONAL SERVICES |
| 14083361 | NWEA | 11/9/2023 | 46400.00 | 0100 | CONTRACTED SERVICES |
| 14083363 | ROBIN WORLEY | 11/9/2023 | 225.88 | 0100 | REIMBURSEMENT |
| 14083364 | SECURITAS TECHNOLOGY CORPORATION | 11/9/2023 | 2046.37 | 0100 | CONTRACTED SERVICES |
| 14083365 | GRAINGER | 11/9/2023 | 1806.48 | 0100 | MAINTENANCE SUPPLIES |
| 14083366 | DUNN-EDWARDS CORP. | 11/9/2023 | 2522.26 | 0100 | MAINTENANCE SUPPLIES |
| 14083367 | CAROLINA HERNANDEZ | 11/9/2023 | 22.01 | 0100 | MAINTENANCE SUPPLIES |
| 14083368 | HOME DEPOT | 11/9/2023 | 3661.49 | 0100 | MAINTENANCE SUPPLIES |
| 14083369 | LOURDES VALLIN | 11/9/2023 | 11.25 | 0100 | PAYROLL ADJ |
| 14083370 | BUS WEST | 11/9/2023 | 518.72 | 0100 | MECHANIC SUPPLIES |
| 14083371 | MANUEL BOJORQUEZ | 11/9/2023 | 108.00 | 0100 | REIMBURSEMENT |
| 14083372 | BENCHMARK EDUCATION COMPANY | 11/9/2023 | 30226.43 | 0100 | INSTRUCTIONAL MATERIALS |
| 14083373 | AT&T | 11/9/2023 | 7278.36 | 0100 | UTILITIES |
| 14083374 | ULINE | 11/9/2023 | 567.26 | 0100 | OFFICE MATERIALS |
| 14083375 | SAN YSIDRO SCHOOL DISTRICT | 11/9/2023 | 18747.28 | 0100 | PCARD REPLENISH |
| 14083376 | BEST BEST & KRIEGER LLP | 11/9/2023 | 19771.33 | 0100 | LEGASL SERVICES |
| 14083377 | FRANCISCO ALBARRAN | 11/9/2023 | 34.38 | 0100 | REIMBURSEMENT |
| 14083378 | XEROX CORPORATION | 11/9/2023 | 6082.34 | 0100 | CONTRACTED SERVICES |
| 14084721 | CORODATA RECORDS MANAGEMENT, INC. | 11/13/2023 | 518.44 | 0100 | CONTRACTED SERVICES |
| 14084722 | EMPIRICAL RESOLUTION, INC. | 11/13/2023 | 1800.00 | 0100 | INSTRUCTIONAL MATERIALS |

| Warrant ID | Payee | Date | Warrant Amount | Fund | Description |
|---|---|---|---|---|---|
| 14084723 | SOLIANT HEALTH LLC | 11/13/2023 | 19340.00 | 0100 | PROFESSIONAL SERVICES |
| 14084724 | EDULASTIC | 11/13/2023 | 450.00 | 0100 | INSTRUCTIONAL MATERIALS |
| 14084725 | OFFICE DEPOT | 11/13/2023 | 929.98 | 0100 | OFFICE SUPPLIES |
| 14084726 | EWING IRRIGATION | 11/13/2023 | 9318.96 | 0100 | GROUND SUPPLIES |
| 14084727 | FIREHAWK | 11/13/2023 | 8044.79 | 0100 | CONTRACTED SERVICES |
| 14085788 | VECTOR USA | 11/16/2023 | 16194.46 | 0100 | PROFESSIONAL SERVICES |
| 14085792 | DAVE BANG ASSOCIATES INC. | 11/16/2023 | 2200.00 | 0100 | OFFICE MATERIALS |
| 14085793 | CALIFORNIA SECURITY AND AUTOMATION | 11/16/2023 | 6929.96 | 0100 | CONTRACTED SERVICES |
| 14085795 | EMILY ORIGINALES | 11/16/2023 | 74.00 | 0100 | REIMBURSEMENT |
| 14085796 | CITY TREASURER | 11/16/2023 | 15094.32 | 0100 | UTILITIES |
| 14085800 | WILDA'S WRITING WORKSHOP | 11/16/2023 | 5000.00 | 0100 | CONTRACTED SERVICES |
| 14085805 | UNITED PLUMBING HEATING AIR | 11/16/2023 | 5800.00 | 0100 | CONTRACTED SERVICES |
| 14085806 | AMAZON CAPITAL SERVICES | 11/16/2023 | 16213.07 | 0100 | INSTRUCTIONAL MATERIAL |
| 14087428 | PROCARE THERAPY | 11/20/2023 | 7840.00 | 0100 | PROFESSIONAL SERVICES |
| 14087429 | THE INSTITUTE FOR EFFECTIVE | 11/20/2023 | 26918.44 | 0100 | PROFESSIONAL SERVICES |
| 14087430 | SAN YSIDRO SCHOOL DISTRICT | 11/20/2023 | 13849.97 | 0100 | PCARD REPENISH |
| 14087431 | AMAZON CAPITAL SERVICES | 11/20/2023 | 236.52 | 0100 | INSTRUCTIONAL MATERIALS |
| 14088443 | ELMY FLORES | 11/23/2023 | 26.20 | 0100 | MILEAGE |
| 14088444 | BMR HEALTH SERVICES, INC | 11/23/2023 | 65250.00 | 0100 | PROFESSIONAL SERVICES |
| 14088445 | WESTERN PUMP INC. | 11/23/2023 | 3888.08 | 0100 | CONTRACTED SERVICES |
| 14088446 | NYHART | 11/23/2023 | 2200.00 | 0100 | PROFESSIONAL SERVICES |
| 14088447 | SCHOOLOUTLET.COM | 11/23/2023 | 816.07 | 0100 | INSTRUCTIONAL MATERIALS |
| 14088448 | EFRAIN IVAN MANRIQUEZ | 11/23/2023 | 130.28 | 0100 | MILEAGE |
| 14088449 | ANIXTER INC. | 11/23/2023 | 532.90 | 0100 | MAINTENANCE SUPPLIES |
| 14088450 | THE SPEECH PATHOLOGY GROUP, INC | 11/23/2023 | 35356.80 | 0100 | PROFESSIONAL SERVICES |
| 14088451 | SUN DIEGO CHARTER | 11/23/2023 | 1000.00 | 0100 | CONTRACTED SERVICES |
| 14088452 | EMILY N STEWART CONSULTING | 11/23/2023 | 17600.00 | 0100 | PROFESSIONAL SERVICES |
| 14088453 | BLUUM USA, INC. | 11/23/2023 | 4902.63 | 0100 | TECHNOLOGY SUPPLIES |
| 14088454 | KYO AUTISM THERAPY, LLC | 11/23/2023 | 14695.04 | 0100 | PROFESSIONAL SERVICES |
| 14088456 | SAN DIEGO GAS & ELECTRIC | 11/23/2023 | 124698.35 | 0100 | UTILITIES |
| 14088457 | SAM & ROSE STEIN EDUCATION | 11/23/2023 | 19397.52 | 0100 | PROFESSIONAL SERVICES |
| 14088459 | REFRIGERATION SUPPLIES | 11/23/2023 | 315.12 | 0100 | MAINTENANCE SUPPLY |
| 14088460 | CDW GOVERNMENT LLC | 11/23/2023 | 792.84 | 0100 | OFFICE MATERIALS |

| Warrant ID | Payee | Date | Warrant Amount | Fund | Description |
|---|---|---|---|---|---|
| 14088461 | CALIFORNIA DEPT. OF JUSTICE | 11/23/2023 | 392.00 | 0100 | CONTRACTED SERVICES |
| 14088462 | ATKINSON, ANDELSON, LOYA, RUUD | 11/23/2023 | 918.75 | 0100 | LEGEL SERVICES |
| 14088463 | ZONAR SYSTEMS | 11/23/2023 | 10226.30 | 0100 | MAINTENANCE AGREEMENT |
| 14088464 | WALMART | 11/23/2023 | 2070.75 | 0100 | REFRESHMENTS |
| 14088465 | BEST BUY | 11/23/2023 | 500.00 | 0100 | TECHNOLOGY SUPPLIES |
| 14088466 | TRANE U.S. INC | 11/23/2023 | 1277.35 | 0100 | MAINTENANCE SUPPLIES |
| 14088467 | ALBERTO CARLOS HERRERA | 11/23/2023 | 376.10 | 0100 | CONTRACTED SERVICES |
| 14088468 | TIME AND ALARM SYSTEMS | 11/23/2023 | 600.00 | 0100 | CONTRACTED SERVICES |
| 14089937 | KEENAN & ASSOCIATES | 11/30/2023 | 3230.93 | 0100 | PROFESSIONAL SERVICES |
| 14089938 | WEX BANK | 11/30/2023 | 4979.60 | 0100 | CONTRACTED SERVICES |
| 14089939 | T-MOBILE | 11/30/2023 | 3155.81 | 0100 | CONTRACTED SERVICES |
| **Total Fund 01** | | | **$ 853,399.53** | | |
| 14080363 | ERIKA LOPEZ | 11/2/2023 | 33.60 | 1200 | MILEAGE |
| 14088455 | DULCE CRISTINA CHIN | 11/23/2023 | 35.04 | 1200 | MILEAGE |
| 14088458 | LAKESHORE | 11/23/2023 | 825.07 | 1200 | INSTRUCTIONAL MATERIALS |
| 14083352 | SADEER SAHIB | 11/9/2023 | 483.21 | 1300 | REIMBURSEMENT |
| 14085789 | GOLD STAR FOODS | 11/16/2023 | 87038.33 | 1300 | CAFETERIA FOOD |
| 14085790 | INDUSTRIAL ELECTRIC | 11/16/2023 | 4068.02 | 1300 | CONTRACTED SERVICES |
| 14085791 | SYSCO SAN DIEGO INC. | 11/16/2023 | 23902.77 | 1300 | CAFETERIA FOODS |
| 14085797 | HOLLANDIA DAIRY INC. | 11/16/2023 | 31695.34 | 1300 | CAFETERIA FOODS |
| 14085798 | SAFEWAY INC. -VONS DIVISION | 11/16/2023 | 349.75 | 1300 | REFRESHMENTS |
| 14085799 | P&R PAPER SUPPLY COMPANY, INC. | 11/16/2023 | 10448.09 | 1300 | CAFETERIA PAPER GOODS |
| 14085801 | ECONOMY RESTAURANT EQUIPMENT | 11/16/2023 | 7419.05 | 1300 | CAFETERIA EQUIPMENT |
| 14085802 | LLOYD PEST CONTROL CO. | 11/16/2023 | 351.00 | 1300 | CONTRACTED SERVICES |
| 14085803 | ACE COOLERS INC | 11/16/2023 | 4372.09 | 1300 | CONTRACTED SERVICES |
| 14085804 | AMERICAN PRODUCE DISTRIBUTORS | 11/16/2023 | 309.31 | 1300 | CAFETERIA FOODS |
| 14087427 | ANA BUSH | 11/20/2023 | 436.19 | 1300 | MILEAGE |
| **Total Fund 13** | | | **$ 171,766.86** | | |
| 14083349 | COLBI TECHNOLOGIES, INC | 11/9/2023 | 22195.00 | 2133 | CONTRACTED SERVICES |
| 14083360 | TOM SILVA CONSULTING | 11/9/2023 | 8268.75 | 2133 | PROFESSIONAL SERVICES |
| 14083362 | CHRISTINA M BECKER | 11/9/2023 | 10498.75 | 2133 | PROFESSIONAL SERVICES |
| 14085794 | DAVY ARCHITECTURE INC | 11/16/2023 | 33000.00 | 2133 | CONTRACTED SERVICES |
| **Total Fund 2133** | | | **$ 73,962.50** | | |

| Warrant ID | Payee | Date | Warrant Amount | Fund | Description |
|---|---|---|---|---|---|
| Grand total | | | $ 1,099,128.89 | | |

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 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. 23/24-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2023-24 fiscal year, in the maximum amounts of $15,000 for public project contracts and $30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various 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? ☒ Yes ☐ No

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

Requisition #

See attached
(Amount)

Various Funding Sources
(Name of funding source and/or location)

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

# AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

**December 12, 2023**

| | Vendor | Description | Estimated Amount | Funding Source | Administrator |
|---|---|---|---|---|---|
| 1 | Alliance for African Assistance | To provide interpretation/ translation in different languages and translation of special education records into different languages(2023-24) | $22,000.00 | General | Little/Madera |
| 2 | Best Best & Krieger LLP | To include pension consultant services retroactive to July 1, 2023. | Per hourly rates | General | Adrianzen/Potter |
| 3 | Grand Canyon University | To provide field experience placements. (2023-2026) | N/A | N/A | Bojorquez |
| 4 | LunchAssist Inc. | To provide school nutrition training and other resources. (2023-24) | $2,770.00 | Child Nutrition | Iniguez |
| 5 | Optimizon | Amendment No. 1 - to include implementation support services for the district's copier and printer fleet. | $3,300.00 | General | Adrianzen |
| 6 | Our Lady of Mount Carmel School | For Title I funding and services. (2023-24) | $3,604.00 | Title I | Little |
| 7 | Teens Rise Foundation | For the implementation of the Windward Academy at VDM and SYMS Middle Schools. (2024) | N/A | N/A | Little |
| 8 | Zonar Systems | To provide fleet management web applications and GPS tracking system. (2023-2026) | Annual $10,307.74 | General - MOTF | Iniguez |

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

**AGENDA ITEM:** AGREEMENT WITH ALLIANCE FOR AFRICAN ASSISTANCE

## BACKGROUND INFORMATION:

Under 34 CFR §300.322(e), the public agency must take whatever action is necessary to ensure that the parent understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English. Additionally, IDEA requires that certain notices to parents be provided in the parent's native language, unless clearly not feasible to do so. See 20 U.S.C. 1415(b)(4) (prior written notice); 20 U.S.C. 1415(d)(2) (procedural safeguards notice); see also 34 CFR §300.503(c) (notice in understandable language). Instead, under Title VI and the EEOA, state educational agencies and school districts have independent responsibilities to provide Limited English Proficient (LEP) parents of children with disabilities meaningful access through timely and complete translation and oral interpretation.

Alliance for African Assistance, an agency that provides interpretation and translation in different languages, will be providing interpretation at the IEP meetings and translation of special education records into different languages.

Cost Implication:
Onsite and remote interpretation services: $75.00/hour with 30-minute increments
Document Translations: $0.30/word

## RECOMMENDATION:

Approve/Ratify the agreement with Alliance for African Assistance for the 2023-24 school year at a cost up to $22,000.00 from the General fund.

## LCAP GOAL AND ACTION/SERVICE:

Goal 5 Item 5.5: Interpreters to provide translation/interpretation services throughout the district.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$22,000.00
(Amount)

General Fund
(Name of funding source and/or location)

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

# PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of December, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

| | |
|---|---|
| Alliance for African Assistance | (619) 286-9052 |
| Company/Consultant | Telephone Number |
| 5952 El Cajon Blvd., San Diego, CA 92115 | interpreters@alliance-for-africa.org |
| Address | Website |

hereinafter referred to as "Consultant."

## 1 SCOPE AND TERMS

### 1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

### 1.2 TERM

From: November 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) <u>Time for Compliance</u>. 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) <u>Minimum Requirements and Limits</u>. 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 <u>at least</u> 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:** | **Alliance with African Assistance** |
|---|---|
| Name: | Cristina Belpassi |
| Title: | Global Village Interpretation & Translations Department Manager |
| Address: | 5952 El Cajon Blvd. |
| City/State/Zip Code: | San Diego, CA 92115 |
| Telephone: | (619) 286-9052 |
| Email: | interpreters@alliance-for-africa.org |

| DISTRICT: | San Ysidro School District | |
|---|---|---|
| Name: | Marilyn Adrianzen | Oscar Madera |
| Title: | Chief Business Official | Director of Special Education |
| Address: | 4350 Otay Mesa Road | 4350 Otay Mesa Road |
| City/State/Zip code: | San Ysidro, CA 92173 | San Ysidro, CA 92173 |
| Telephone: | (619) 428-4476 | (619) 428-4476 |
| Email: | Marilyn.adrianzen@sysdschools.org | Oscar.madera@sysdschools.org |

**6 ENTIRE AGREEMENT**

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

**7 WARRANTY OF AUTHORITY:**

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

| **CONSULTANT** | **DISTRICT** |
|---|---|
| Alliance for African Assistance | **San Ysidro School District** |
| Firm Name | Firm Name |
| | |
| Signature of Authorized Agent | Signature |
| Walter Lam, President & CEO | Marilyn Adrianzen, Chief Business Official |
| Print Name, Title | Print Name, Title |
| Date: 11/9/23 | December 11, 2023 |
| | 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: Alliance for African Assistance

Name/title of authorized representative *(Print)* Walter Liam, President & CEO

Signature ______________________________ Date 11/9/23

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

Services include:

- Interpretation at the IEP meetings: $75.00 per hour with 30-minute increments; and
- Translation of documents: $0.30 per word

Total cost up to $22,000.00

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# SAN YSIDRO SCHOOL DISTRICT
## *GOVERNING BOARD AGENDA*

**TO:** Governing Board  **BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services,
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** AMENDMENT NO. 1 TO THE BEST BEST & KRIEGER LLP AGREEMENT

**BACKGROUND INFORMATION:**
Best Best & Krieger (BBK) shall provide Counsel legal services as requested by the District pertaining to legal matters that currently exist or that might arise in the future for which the District seeks representation by Counsel, including matters related to labor and employment, general education, special education, business services, facilities, governmental relations, public agency litigation and charter schools.

The Board approved the 3-year agreement with Best Best & Krieger LLP on June 10, 2021 (July 1, 2021 - June 30, 2024). Amendment No. 1 revises Section 4 regarding Compensation to include Pension Consultant services at a rate of $270 per hour retroactive to July 1, 2023.

**RECOMMENDATION:**
Approve/Ratify Amendment No. 1 to the Best Best & Krieger LLP Agreement to include pension consultant services retroactive to July 1, 2023.

**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 #

Per Rates on the Agreement
(Amount)

General Fund
(Name of funding source and/or location)

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

**FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT BETWEEN SAN YSIDRO ELEMENTARY SCHOOL DISTRICT AND BEST BEST & KRIEGER LLP**

The Employment Agreement by and between the San Ysidro School District and Best Best & Krieger LLP approved on June 10, 2021, is hereby amended as follows:

1. Section 4 regarding Compensation is hereby amended to include an hourly rate for the services of a Pension Consultant at the rate of $270 per hour retroactive to July 1, 2023.

SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

By:____________________________
Gina Potter, Ed.D

Date________________________

BEST BEST & KRIEGER LLP

By: ____________________________
Joseph Sanchez, Partner

Date ________________________

`SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Russell Little, Asst. Superintendent
Educational Lead & Pupil Services

☐ Informational
☒ Action

**AGENDA ITEM:** AGREEMENT WITH THE BOY SCOUTS OF AMERICA, SAN DIEGO IMPERIAL COUNCIL

**BACKGROUND INFORMATION:**
The Boys Scouts of America is the traditional scouting program for boys and girls aged 5-11 years old. It is one of the oldest youth organizations in the United States, where youth develop outdoor survival skills, self-confidence, and ethics through youth planned activities with increased attention to service, community engagement, and leadership.

The San Diego Imperial Council (SDIC) seeks to establish Cub Scout units based in designated schools in the San Ysidro School District, they agree to cover all expenses for membership, awards and recognitions, program materials and fees, transportation, staff and other costs associated with Scouting activities.

Term: December 13, 2023 to June 30, 2024

**RECOMMENDATION:**
Approve the agreement with Boy Scouts of America San Diego/Imperial Council during the 2023-2024 school year to provide scouting activities at designated schools at no cost to the District.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**
Goal #4: SOCIAL EMOTIONAL WELL-BEING AND MENTAL HEALTH
All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.
4.2 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.

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

Financial Implications?
☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget?
☐ Yes ☐ No

Requisition #

N/A
(Amount)

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

# PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of December, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

| | |
|---|---|
| Boy Scouts of America, San Diego Imperial Council | 619 298 6121 |
| Company/Consultant | Telephone Number |
| 1207 Upas Street, San Diego, CA 92103 | www.sdicbsa.org |
| Address | Website |

hereinafter referred to as "Consultant."

## 1 SCOPE AND TERMS

### 1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

### 1.2 TERM

From: December 13, 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. 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:** | **Boy Scouts of America, San Diego Imperial Council** | |
|---|---|---|
| Name: | Sean Roy | Enrique Teigeiro |
| Title: | Scout Executive, CEO | District Director |
| Address: | 1207 Upas Street | 1207 Upas Street |
| City/State/Zip Code: | San Diego, 92103 | San Diego, 92103 |
| Telephone: | 619 298 6121 | 619 298 6121 |
| Email: | sean.roy@scouting.org | enrique.teigeiro@scouting.org |

| DISTRICT: | San Ysidro School District | |
|---|---|---|
| Name: | Marilyn Adrianzen | Russell Little |
| 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 x3027 |
| Email: | Marilyn.adrianzen@sysdschools.org | Russell.little@sysdschools.org |

**6 ENTIRE AGREEMENT**
This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

**7 WARRANTY OF AUTHORITY:**
Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

| **CONSULTANT** | **DISTRICT** |
|---|---|
| **Boy Scouts of America, San Diego Imperial Council** | **San Ysidro School District** |
| Firm Name | Firm Name |
| Enrique Teigeiro | |
| Signature of Authorized Agent | Signature |
| Enrique Teigeiro, District Director | Marilyn Adrianzen, Chief Business Official |
| Print Name, Title | Print Name, Title |
| 12/06/2023 | |
| Date: | Date |
| | Board Approved: |

Revised 08-01-2020

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

ET (*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.

ET (*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).

ET (*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).

ET *(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

ET (*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.

ET (*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.

ET (*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: Boy Scouts of America, San Diego Imperial Council

Name/title of authorized representative *(Print)* Enrique Teigeiro, District Director

Signature Enrique Teigeiro Date 12/07/2023

San Diego – Imperial Council
Boy Scouts of America

San Ysidro School District EST - 1887
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

# EXHIBIT A – SCOPE OF WORK

The purpose of the Boy Scouts of America (BSA) program is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values and principles taught in the Scout Oath and Scout Law. The Cub Scout program serves boys and girls, ages 5-11, by providing age-appropriate activities and skills instruction that promotes personal development, responsible citizenship, and good character.

The San Diego – Imperial Council (SDIC) seeks to establish Cub Scout units based in designated schools in the San Ysidro School District (SYSD). This document specifies the responsibilities of each organization with respect to the establishment and operation of Cub Scout units. Either party may terminate this agreement at any time by written notice to the other party.

The San Diego – Imperial Council agrees to:

a. Conduct the Scouting program consistent with BSA bylaws, rules and regulations, handbooks, policies, brand guidelines, etc.
b. Provide commercial general liability insurance to cover SYSD, employees, and adult volunteers for authorized Scouting activities.
c. Organize and maintain an active Unit Committee comprised of at least three members for each unit and appropriate program leadership. Ensure that the unit follows BSA safety and youth protection procedures at all times.
d. Ensure that all adult leaders have an approved criminal background check and have completed BSA Youth Protection Training and California AB 506 requirements.
e. Ensure timely registration of all youth and adult members using BSA forms and procedures.
f. Provide program activities, outdoor experiences, community service, training, resources, and staff as necessary to deliver the BSA Cub Scout program in a manner that serves family and community needs.
g. Abide by the rules and guidelines applicable to the school facilities provided.
h. Cover all expenses for membership, awards and recognitions, program materials and fees, transportation, staff, and other costs associated with Scouting activities.

The San Ysidro School District agrees to:

a. Assist the unit leadership by providing opportunities for recruitment in each school and by allowing the units' activities to be publicized in the schools.
b. Work with the unit leadership to provide secure, safe facilities for regular meetings.
c. Review and approve all adult leaders who will be working with the youth members.

| | | |
|---|---|---|
| ______________________________ | ____________________ | ________________ |
| San Ysidro School District | Title | Date |
| Enrique Teigeiro | District Director | 12/07/2023 |
| BSA, San Diego Imperial Council | Title | Date |

**Scout Oath**: On my honor, I will do my best to do my duty to God and my country and to obey the Scout Law; to help other people at all times; to keep myself physically strong, mentally awake, and morally straight.

**Scout Law**: A Scout is trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent.

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Human Resources
Glenn Heath, Interim Executive Director
Manuel Bojorquez, Director

☐ Informational
☒ Action

**AGENDA ITEM:** AGREEMENT WITH GRAND CANYON UNIVERSITY REGARDING FIELD PLACEMENT

**BACKGROUND INFORMATION:**
The San Ysidro School District will enter into an agreement with Grand Canyon University (GCU) in which candidates of GCU may participate in Practicum/Field Experience, Student Teaching, and/or Educational Administration Internships at the schools located in the district.

The term of this Agreement begins 10-18-23 and ends 10-18-26.

**RECOMMENDATION:**
Approve/Ratify the agreement with Grand Canyon University regarding field experience placements.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

N/A
(Amount)

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

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

## Field Placement Affiliation Agreement
## Between GCU and San Ysidro School District

1. **PARTIES:** This Agreement (the "Agreement") is entered into on this 10/18/2023 day by and between Grand Canyon University ("GCU") and San Ysidro School District located at 4350 Otay Mesa Road, San Ysidro, CA 92173 hereafter referred to as the (the "District").
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in Practicum/Field Experience, Student Teaching, and/or Educational Administration Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 10/18/2023 and ends 10/18/2026.
4. **RESPONSIBILITIES OF THE DISTRICT:**

   **4a.** The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher ("Cooperating Teacher") or host mentor ("Mentor") that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendix).

   **4b.** The District shall ensure that the Cooperating Teacher/Mentor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor expectations are outlined in the applicable program manual. (See Appendix.)

   **4c.** The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

   **4d.** The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate.

   **4e**. The District shall through the involvement of the Cooperating Teacher/Mentor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

   **4f.** The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

   **4g.** The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

   **4h.** The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

   **4i**. The District shall comply with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals (see Appendix).

   **4j.** The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

5. **RESPONSIBILITIES OF GCU:**
   **5a.** GCU shall pay a $500 stipend to Cooperating Teachers per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.
   **5b**. GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.
   **5c.** GCU shall not provide compensation to Mentors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.
   5d. GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching or educational administration internships to evaluate a candidate's performance through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.
   **5e.** GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received.
   **5f**GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.
   **5g.** GCU shall comply with all policies of GCU and the District that pertain to this Agreement.
   **5h.** GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.
6. **CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES:** Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendix.) Failure to complete the requirements will result in non-placement of candidates.
7. **PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for Candidates. GCU may allow a Candidate to maintain a paid position during Student Teaching if deemed appropriate by the District and the role is in alignment to the Candidate's university program of study, setting and coursework requirements and desired certification. The Candidate must have an appropriately certified mentor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach in a paid position are reviewed by the College of Education on a case-by-case basis and are not guaranteed.
8. **INSURANCE AND LIABILITY:** GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
   1. Commercial General Liability (Minimum Requirements):
      Limits of Liability:
      $1,000,000 Each Occurrence
      $2,000,000 General Aggregate
      $2,000,000 Products/Completed Operations Aggregate
      $1,000,000 Personal Injury/Advertising Injury
      $5,000 Medical Payments
      Coverage:

Premises/Operation Liability
Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors

2. Professional Liability, as related to Educational Services:
   Limits of Liability:
   $1,000,000 Each wrongful act
   $1,000,000 Aggregate
3. Automobile Liability:
   Limits of Liability:
   $1,000,000 Combined Single Limit
4. Sexual Abuse or Molestation Liability:
   Limits of Liability:
   $1,000,000 Each
   $1,000,000 Aggregate

9. **FERPA:** GCU and the District agree to protect the candidate's and/or student's educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA") and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate's and/or student's educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate's and/or student's prior written consent.
10. **CONFIDENTIALITY:** GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher/Mentor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher or Mentor shall be grounds for immediate termination of the field placement.
11. **INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
12. **USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY:** The District hereby grants GCU the right and license to publish and/or use District's logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.
13. **ASSIGNMENT:** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
14. **NOTICES:** Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

**Grand Canyon University**

COE Affiliations

COEAffiliations@gcu.edu

Subject: San Ysidro School District Affiliation Agreement Notification

**School/District Information**

San Ysidro School District

4350 Otay Mesa Road

San Ysidro, CA 92173

15. **MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by both parties.
16. **TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.
17. **PARTNERSHIP/JOINT VENTURE/EMPLOYEMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU and District. The relationship between Intern Candidates and the District shall be determined by the District according to its policies and agreements with the Candidates.
18. **INDEPENDENT CONTRACTOR:** The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.
19. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).
20. **GOVERNING LAW:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of California, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of California to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

**Grand Canyon University**

By: ______________________
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 11/14/2023

**San Ysidro School District**

By: ______________________
Signature

Name: Gina A. Potter, Ed.D.

Title: Superintendent

Date: 12-12-23

Board approved/ratified: 12-11-23

## Appendix

[University Policy Handbook]

[Clinical Field Experience Handbook]

[Student Teaching/Clinical Practice Manual]

[Educational Administration Internship Manual]

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board | **BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Child Nutrition Department
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

**AGENDA ITEM:** AGREEMENT WITH LUNCHASSIST, INC.

**BACKGROUND INFORMATION:**
LunchAssist has suggested offering training and development courses to our Child Nutrition Services staff that fulfill the annual staff training requirement.

**RECOMMENDATION:**
Approve the agreement with LunchAssist, Inc. to provide staff training and development for an estimated total of $2,945.00 from the Child Nutrition KIT fund.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$2,945.00
(Amount)

Child Nutrition KIT 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, CA 92173

# PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of December, 2023, by and between the San Ysidro School District, hereinafter called the "District", and

| | |
|---|---|
| LunchAssist Inc. | 760-518-4706 |
| Company/Consultant | Telephone Number |
| 8605 Santa Monica Blvd, 52611, West Hollywood, CA 90069 | www.lunchassist.org |
| Address | Website |

hereinafter referred to as "Consultant."

## 1 SCOPE AND TERMS

### 1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

### 1.2 TERM

From: December 13, 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. 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:** | **LunchAssist, Inc.** | |
|---|---|---|
| Name: | Jennifer McNeil | |
| Title: | Founder & CEO | |
| Address: | 8605 Santa Monica Blvd #52611 | |
| City/State/Zip Code: | West Hollywood, CA 90069 | |
| Telephone: | 760-518-4706 | |
| Email: | jennifer@lunchassist.org | |

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

| DISTRICT: | San Ysidro School District | |
|---|---|---|
| Name: | Marilyn Adrianzen | |
| Title: | Chief Business Official | Child Nutrition Office |
| 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 | Ana.bush@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**

**LunchAssist, Inc.**
Firm Name

Jennifer McNeil
Signature of Authorized Agent (Wet Signature)

Jennifer McNeil, Founder & CEO
Print Name, Title

11/30/23
Date:

**DISTRICT**

**San Ysidro School District**
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

________(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

________(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

________(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

________*(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

________(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

________(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

________(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:________________________________________________________________

Name/title of authorized representative *(Print)* ______________________________________

Signature ______________________________________________ Date ________________


EXHIBIT A

Quote for

# San Ysidro School District

# Scope of Work
# LunchAssist PRO Training
# SY 23-24

## Overview

LunchAssist, Inc. is an economically disadvantaged, small, woman-owned business that provides training, support, and guidance to school nutrition programs across the United States. Founded by a former California school nutrition director, the team is staffed by former State agency nutrition auditors, school nutrition directors, and bilingual Dietitians with over 100 years of combined experience in school nutrition. Together, they have trained and consulted with hundreds of school districts, several State agencies, and non-profit organizations and worked directly with USDA on federal training grants.

Through a robust variety of helpful training, tools, and resources, our organization supports schools in meeting their goals for scratch cooking, student engagement, food safety, food waste management, farm-to-school, grants, procurement, financial management, and of course compliance with Child Nutrition Program regulations. Because of our expertise with USDA compliance, we are always looking for ways to help your program improve while staying ready for the next audit. We are committed to promoting equity, diversity, and inclusion in all that we do, and believe that one of the best ways to accomplish these goals is to start with a foundation of high-quality professional learning for all staff.

LunchAssist PRO is an online training platform where schools have access to a library of training, resources, templates, and tools. We created this two years ago after struggling to find great virtual training options for our clients. Each lesson covers a unique topic in school nutrition through a short instructor-led video in either English or Spanish followed by a quiz. Lessons are supported with printable resources and tools that help school nutrition professionals put their learning into practice. Training records can be electronically tracked within the LunchAssist PRO learning management system and schools can download a compliant Professional Standards Tracking Tool to accompany their staff training records. Learners will enjoy a simple and fun approach to mastering school nutrition while also building capacity for promoting nutritious meals in your schools.

Our objective is to support a comprehensive training program that offers meaningful and engaging professional development for your team and ensures compliance with federal auditing requirements of the School Nutrition Program.

## Deliverables

- Access to LunchAssist PRO training and resources:
    - Over 50 training videos in 5-15 minute increments.
    - Over 200 supplemental resources.
    - Lessons certified by USDA as compliant with Professional Standards requirements.
    - Lessons certified by SNA for staff to earn continuing education units (CEU).
    - Training developed by RDs, Chefs, former Directors, and State agency staff.
- Downloadable resources for each lesson.
- Printable resources to supplement learning and assist tech-shy staff.
- Quizzes and digital certificates of completion for each lesson.
- Ability to watch and track training individually or as a group.
- Professional standards tracking and reports for each team member.
- Unique login for each school nutrition employee.
- Weekly newsletter that includes regular updates about relevant policy changes, emerging trends, best practices, and resources.
- Comprehensive Resource Library with hundreds of curated and customized resources.
- Invitations to live webinars and Q&A sessions.
- Tech support via email.

Optional Add-ons:

- Bilingual training and resources in English and Spanish taught by a native speaker.
- Administrative Review Boot Camp with 20 short training videos and over 30 unique resources, checklists, answer keys, and cheat sheets to support the preparation for the School Nutrition Program Administrative Review.

## Pricing

Please refer to the invoice/quote for pricing information.

## Contact

Jennifer McNeil, RDN, SNS
Founder & CEO of LunchAssist
jennifer@lunchassist.org
(760) 518-4706

# Agreement

The parties listed below agree to the scope of work as evidenced by their signatures below.

Agreed to by:

LunchAssist, Inc.

Jennifer McNeil, Founder & CEO

Jennifer McNeil

Dec 1, 2023

Organization Name: ______________________________________

Authorized Individual: ____________________________________

Signature: _______________________________________________

Date: ___________________________________________________

# INVOICE

**LunchAssist, Inc.**
8605 Santa Monica Blvd, 52611
West Hollywood, CA 90069

accounts@lunchassist.org
760-518-4706
www.lunchassist.org

## San Ysidro School District

**Bill to**
Sally Spero
San Ysidro School District
Otay Mesa Road
San Ysidro, CA 92173

**Ship to**
Sally Spero
San Ysidro School District
Otay Mesa Road
San Ysidro, CA 92173

**Invoice details**
Invoice no.: 2090
Terms: Net 30
Invoice date: 01/23/2024
Due date: 02/22/2024

| # | Product or service | Qty | Rate | Amount |
|---|---|---|---|---|
| 1. | **LunchAssist PRO Renewal**<br>One year of school nutrition training through LunchAssist PRO. | 1 | $495.00 | $495.00 |
| 2. | **District-wide LunchAssist PRO featuring Brigaid**<br>School nutrition training, professional standards tracking, resources, and reports for each team member in the school nutrition department through LunchAssist PRO featuring Brigaid (price per each additional team member). | 30 | $50.00 | $1,500.00 |
| 3. | **Spanish Lessons through LunchAssist PRO featuring Brigaid**<br>Optional: Training available in Spanish for 31 team members. | | $775.00 | $775.00 |

**Total** **$2,770.00**

## Ways to pay

## Note to customer

Pay by check or credit card.
Make checks payable to: LunchAssist, Inc.

Mail payments to:
LunchAssist, Inc.
c/o Jennifer McNeil, RDN, SNS
8605 Santa Monica Blvd. #52611
West Hollywood, CA 90069

Pay invoice

LunchAssist

## One-on-One Consulting

## Training

## Administrative Review Prep

### Consulting

Experts in your corner to navigate everything that comes your way.

Partner with former auditors and directors. We walk with you in every challenge you face. Get top experts in your corner to build stronger teams, stay compliant, and serve students well.

- Monthly Check-ins
- Project Management
- Experts in Your Corner

We get it. You should have more time for serving kids, not deciphering government regulations.

Talk to our team and get a plan that's right for you.

**Contact:**
**sales@lunchassist.org**

### Video Library

- Administrative Review Prep Course
- Civil Rights
- Culinary Skills by Brigaid
- Customer Service
- Farm to School
- Food Safety
- Meal Counting & Claims
- Menu Planning
- Offer vs. Serve
- Operations
- Procurement
- Recipe Standardization
- Scratch Cooking
- Special Diets
- Supper and more!

*Join Today*

### Training

Training and resources so school nutrition programs thrive.

Our membership gives you access to training in bite-sized videos. Our resources give you everything you need to build a strong team without stress.

- Tracking Software for Professional Standards
- 50+ Bilingual Trainings
- 500+ Resources
- Audit Prep Course
- Weekly Updates
- Monthly Checklists

LunchAssist
BRIGAID

# SAN YSIDRO SCHOOL DISTRICT
# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE I FUNDING AND SERVICES

---

**BACKGROUND INFORMATION:**

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act, Title I, Part A: Districts receiving Federal financial assistance are required to provide services to eligible private school children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public school children and teachers participating in the program.

Our Lady of Mt. Carmel requested funding to pay for tutoring services from The Ed Ladder to support student learning. The total amount of Title I allocations for the school year 2023-2024 shall not exceed $3,604.00.

**RECOMMENDATION:**

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2023-2024 school year at a cost not to exceed $3,604.00.

---

**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?
☒ Yes ☐ No

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

Requisition #

Total Allocation:
$3,604.00
(Amount)

Title I Fund
(Name of funding source and/or location)

---

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

**Memorandum of Understanding ESEA Title I**

***Provision of Programs and Services to Private Schools***

2023-2024

**Section 1: General**

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the Title I Program funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title I, Part A for the 2023-2024 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel in order to serve its Title I students.

**Section 2: How will the students' needs be identified?**

Students' academic needs are based on data analysis, grades, and teacher observations. For the 2023-2024 school year, Our Lady of Mt Carmel identified tutoring services, specifically Learning Support, as an area of need for its students.

Term: December 12, 2023 – June 30, 2024

**Section 3: What services and products will be provided?**

After a meeting on October 26, 2023, and per an email dated November 28, 2023, Our Lady of Mt Carmel (OLMC) requested this funding to be used on the following:

1. Tutoring Services from The Ed Ladder Company for the nine (9) qualifying students.

The total amount of Title I fund for the school year 2023-2024 shall not exceed $3,604.00.

**Section 4: How, when, where, and by whom will the services be provided?**

(a) According to the Household Income form, only nine students qualify for Title I Services at Our Lady of Mt. Carmel.
(b) Teachers will review students' individual STAR tests results and student grades to determine who needs learning support.
(c) Once students have been identified, they will be recommended for tutoring.
(d) The tutoring coaches from Ed Ladder will reinforce skills that were identified as areas of need for each student.
(e) The Ed Ladder will invoice SYSD after services for the nine qualifying students have been rendered.

**Section 5: How will the services be assessed and how will this information be used to improve the program?**

Representatives of SYSD and Our Lady of Mt Carmel shall meet during the month of June of the year in which services have been offered to discuss the delivery and effectiveness of the resources provided to Title I students services provided by The Ed Ladder. The representatives shall determine if any changes are needed in the program during the current or next school year.

**Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations.**

This MOU is the entire understanding of District and Consultant as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this MOU conflicts with a provision or clause in the MOU, the provision or clause in this MOU shall control. This MOU may not be modified or altered except in writing signed by both parties hereto.

**Section 7: Signatures of authorized representatives**

For Our Lady of Mt Carmel:

Name: Sister Eva Lujano, S.J.S. Phone No: (619)428-2091

Signature: S. Eva Lujano SJS Date: 11/28/2023

Title: Principal

*For San Ysidro School District*

Name: Marilyn Adrianzen Phone No: (619)428-4476

Signature: ______ Date: ______

Title: Chief Business Official

Our Lady of Mt. Carmel School
4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

November 27, 2023

**Needs Assessment Title I :**

Our Lady of Mount Carmel School is requesting allotted Title I funds ($3604.00) to be used towards tutoring services by the Ed Ladder Company.

Teachers will review individual STAR Test results to determine which students are lacking significant growth in the areas of Math and Language Arts. Additionally, student grades and classwork will be taken into consideration along with teacher observations and formal/informal classroom assessments. Once students have been identified as needing learning support the student will be recommended for tutoring.

- The Tutoring Coach will reinforce skills that student's teachers have identified as areas of need while providing support on school work.

Blessings,

Sister Eva Lujano SJS, Principal
Our Lady of Mount Carmel School

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** AMENDMENT NO. 1 TO THE OPTIMIZON AGREEMENT

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**BACKGROUND INFORMATION:**

Optimizon is a professional services firm that helps create, execute, and manage ideal contracts for copier and printer fleets. They help education and government organizations save time and money on copiers, printers and Managed Print Services.

On June 8, 2023, the Governing Board approved the agreement with Optimizon to provide Print Management Advisory services to conduct an online bidding process for the District's copier and printer fleet.

This Amendment is to include the implementation support services. This service provides support for preparing the order details and provides coordination support for the installation of the new devises and the removal of the old devices. The duration of the support is approximately 3 months and will continue through the successful installation of the new devices.

## RECOMMENDATION:

Approve/Ratify the amendment to the Optimizon Agreement to include implementation support services for the District's copier and printer fleet at an estimated cost of $3,300.00 from the General fund.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications?
☒ Yes ☐ No

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

Requisition #

$3,300.00
(Amount)

General Fund
(Name of funding source and/or location)

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

**AMENDMENT NO. 1**

# Scope of Work
Prepared for:

## San Ysidro School District

Implementation Support Service
November 17, 2023


OPTIMIZON
PO Box 992 / Boise, ID 83701

Prepared by:
Hannah Recla

## Scope of Work

| | |
|---|---|
| CLIENT Name | San Ysidro School District |
| CLIENT's Administrator | Marilyn Adrianzen, Chief Business Official |
| Project Name | Implementation Support Service |
| Begin Date | November 2023<br><br>Implementation Support Service: ~3 months |
| Components | x All multifunction copier/printer/scanner devices<br>x All printers |

THIS AGREEMENT is entered into on this 27th day of November, 2023, by and between **OPTIMIZON** and **SAN YSIDRO SCHOOL DISTRICT** (hereinafter "Client"). This Agreement defines the services of Optimizon to be provided.

### Summary

**Implementation Support Service: $3,300**

This service provides support for preparing the order details (number of copier/MFDs, the models, the configuration details, etc.) and provides coordination support for the installation of the new devices and the removal of the old devices. The duration of the support is about 3 months and will continue through the successful installation of the new devices.

# Section 1 – Implementation Support Service

## 1. REPLACEMENTS

A. Optimizon will assist Client in establishing a replacement plan for each copier/MFD device as needed.

B. Client will identify the following:

   i. Desired installation timeframe
   ii. Time required for site preparation
   iii. Training timeframe
   iv. Client contacts for site evaluation
   v. Client contacts for installation
   vi. Client contacts for training

   Based on data previously gathered, Optimizon will create an Equipment Order Worksheet that lists the recommended replacement of each device (including configuration) for each site.

C. Optimizon will meet remotely with District personnel to confirm the order details.

D. Optimizon will obtain final approval from Client before communicating any order details the vendor. Client will determine final equipment order configuration.

E. Optimizon will support Client in delivering termination notification(s) to vendors within the timeframe required by the current contract. Client is ultimately responsible for the termination of any current contracts, and Optimizon will support Client in this process.

F. Optimizon will assist Client with coordinating Site Preparation:

   i. Optimizon will provide Client and vendor with a Site Evaluation Worksheet that lists details for each device to be ordered and includes columns for the vendor to fill out upon inspection of each site.
   ii. Optimizon will initiate a request with the vendor to visit each site, accompanied by Client-designated personnel. Optimizon will assist Client with coordinating any needed network drops, electrical work, fax line add/move, and any site preparation work identified by vendor.
   iii. Client will confirm each site is prepared and ready to accept the new equipment.

G. Optimizon will assist Client with coordinating Removal of Current Equipment

   i. Client shall be responsible for the removal and data security of equipment to be replaced. Optimizon will support this process.

H. Optimizon will assist Client with coordinating training for the newly installed devices.

I. Invoicing & Vendor Management Setup

   i. Optimizon will coordinate a meeting with the vendor and District personnel to discuss the process and requirements for invoicing, data collection (service data & meter readings), supplies delivery, and monthly report delivery.
   ii. Optimizon will assist the District with the preparation of communication to the sites to communicate key details about the new contract(s).

# Section 2 – Fees, Payment Schedule & Warranty

## Fees

Implementation Support Service: $3,300

## Payment Terms

Client shall pay all invoices due to Optimizon within thirty (30) days of Client's receipt of such invoice. Client will pay Optimizon a late fee of 1.5% for any past due payment.

## Hourly Rate

The services provide support for all anticipated aspects of the project, as outlined herein. In the unexpected event that additional support is requested by Client, a change order will be executed by both parties and Optimizon will bill at a rate not to exceed $250.00 per hour for activities not agreed to in this Scope of Work.

## Engagement Related Expenses

The services are designed to be provided remotely. Should there be any unexpected Client-driven requirement for an Optimizon employee to be onsite at a Client location, a change order will be executed by both parties and Client will reimburse Optimizon on an incurred basis, within 30 days of Client's receipt of invoice, for the following out-of-pocket travel expenses of Optimizon directly related to its efforts under this Scope of Work:

- Coach class airfare
- Hotel or other lodging and meals
- Rental car or taxi

## Warranty

The services provided hereunder shall be performed in a professional, timely, and workmanlike manner and in accordance with the applicable Description of Services and with the terms of this Agreement.

## Term

Client shall pay all invoices due to Optimizon within thirty (30) days of Client's receipt of such invoice. Client will pay Optimizon a late fee of 1.5% for any past due payment.

Non-Appropriation: If payment for work under this Contract extends in the District's next fiscal year, the District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.

Adequate Funding: Continuation of this Contract, at specified levels, is conditioned on adequate funding under the District's budget adopted each year. The District reserves the right to adjust the level of services for future years in accordance with funding levels adopted. However, if the District requests the contracted services be modified, the District agrees to pay Optimizon in full for services rendered to date according to the table above (see "Difference between Cumulative Fees and Amount Billed at end of FY") within 30 days of the start of the fiscal year in which the modification is taking place. If the services are modified, the original contract will become null and void and any new contract will be agreed to by both parties.

# Section 3 – Professional Services Agreement

## Entire Agreement: Amendments; Waivers

This Agreement is the complete and entire Agreement between the parties hereto and supersedes all prior agreements, arrangements, and discussions between the parties. No change or modification to this Agreement shall be valid unless the same is in writing and signed by both Optimizon and Client. No failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege. No waiver of any right hereunder shall be effective unless it is in writing and is signed by the party against whom such waiver is sought to be enforced.

## Equal Preparation: Attorney's Fees

Should any provision of this Scope of Work require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, all parties hereto acknowledging that they are sophisticated in business matters and participated equally in the negotiation and preparation of this Agreement. If any legal proceeding relating to this Agreement or its subject matter is instituted, the prevailing party shall be entitled to reasonable attorneys' fees and other costs of the proceedings.

## Severability: Cumulate Rights

The provisions of this Scope of Work are independent of and distinct from each other, and no provision shall be held to be invalid or unenforceable by virtue of the fact that any other provision may be held to be illegal, against public policy or unenforceable in whole or in part. All rights and remedies granted herein shall be cumulative with, and not in derogation of or exclusive of, any rights and remedies which may be available by operation of law or otherwise.

## Authorization: Agency Representation

Client represents and warrants that Client hereto is duly authorized as the agent to represent Client and to enter into this Agreement, and that Client is bound by the terms and conditions of this Agreement. The signatory hereby acknowledges that he has read and understands this Agreement and has received a copy of it.

In consideration of the execution hereof, this Agreement shall be binding upon Client, and this Agreement constitutes a legal, valid, and binding obligation of the parties.

## Independent Contractor

In performing the Services and otherwise complying with this Agreement Optimizon is acting as an independent contractor. Optimizon is not an employee of Client or any of Client's affiliates and Optimizon shall not be entitled to receive any employee benefits of Client and its affiliates.

## Confidentiality

Optimizon Personnel shall hold all Client related information in total confidence. Client confidential information includes but is not limited to Client's physical operations, financial operations, and customer, vendor, and market data. The reach of the confidentiality, exercised by Optimizon, extends to but is not limited to all of Client's market and business associations.

## Governing Law

The validity, construction and performance of this Agreement shall be governed by the laws of the state of **California**, without giving effect to the choice of law provisions thereof. Any legal action, suit or proceeding arising out or relating to this Agreement or the breach thereof shall be instituted in a court of competent jurisdiction in the state of **California** and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.

## Indemnification

To the fullest extent permitted by law, Optimizon 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 Optimizon, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Optimizon's Services and this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Optimizon's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Optimizon, the District, its officials, officers, employees, agents, or volunteers.

## Acceptance and Authorization

Client represents and warrants that Client hereto is duly authorized as the agent to represent Client and to enter into this Agreement, and that Client is bound by the terms and conditions of this Agreement. The signatory hereby acknowledges that he has read and understands this Agreement and has received a copy of it.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Scope of Work, under seal.

| San Ysidro School District | Optimizon |
|---|---|
| Marilyn Adrianzen | Hannah Recla |
| Full name | Full name |
| CBO | CEO |
| Title | Title |
| Signature | Signature |
| 11/27/23 | |
| Date | Date |
| | |
| PO Number | |

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

**AGENDA ITEM:** AGREEMENT WITH TEENS RISE FOUNDATION FOR THE IMPLEMENTATION OF THE WINDWARD ACADEMY

**BACKGROUND INFORMATION:**

The Teens Rise Foundation was founded in 2018 by passionate volunteers determined to foster academic and life success. This foundation supports students from middle school to high school, and college and it is dedicated to pursuing education equity and providing underserved youth with academic opportunities.

Educational Services would like to enter into a service agreement with the Teens Rise Foundation to implement the Windward Academy to students at Vista Del Mar and San Ysidro Middle Schools.

Services to be provided are:

- 8-weeks tennis program and offer optional interest-based single-day group activities focused on SEL and physical well-being.
- Access to an online academic platform designed to assist students through multi-subject tutoring support and personalized learning instruction.
- 8-weeks yoga and mental health wellness program.
- Documentation of each student that participates in this program.

The term of this agreement is January 1, 2024, through July 31, 2024, at no cost to the District.

**RECOMMENDATION:**

Approve the service agreement with the Teens Rise Foundation for the implementation of the Windward Academy at Vista Del Mar and San Ysidro Middle Schools at no cost to the District.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Action 1.6: 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.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

N/A
(Amount)

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

# PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of Dec. , 2023, by and between the San Ysidro School District, hereinafter called the "District", and

| | |
|---|---|
| Teens Rise Foundation | 619-392-4284 |
| Company/Consultant | Telephone Number |
| 7514 Girard Ave. #1163, La Jolla, CA 92037 | www.teensrise.org |
| Address | Website |

hereinafter referred to as "Consultant."

## 1 SCOPE AND TERMS

### 1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

### 1.2 TERM

From: January 1, 2024 To July 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. 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.
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 – Commercial General Liability and Workers' Compensation
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 commence**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### 5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

### 5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.
(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY
If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW
This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST
For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:**
As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete attached School Safety Certification Form. Attachment 1)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

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:** | **Teens Rise Foundation** | |
|---|---|---|
| Name: | Gaby Millan | |
| Title: | Executive Director | |
| Address: | 7514 Girard Ave., #1163 | |
| City/State/Zip Code: | La Jolla, CA 92037 | |
| Telephone: | 619-392-4284 | |
| Email: | gaby@teensrise.org | |

| **DISTRICT:** | **San Ysidro School District** | |
|---|---|---|
| Name: | Marilyn Adrianzen | Russell Little |
| 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 | Russell.little@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**

**Teens Rise Foundation**
Firm Name

Gaby Millan (Nov 17, 2023 15:20 PST)
Signature of Authorized Agent

Gabriela Millan, Executive Director
Print Name, Title

November 17, 2023
Date:

**DISTRICT**

**San Ysidro School District**
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved: 12-12-23

Revised 08-01-2020

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

GM *(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.

GM *(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).

GM *(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).

GM *(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

GM *(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.

GM *(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.

GM *(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: Teens Rise Foundation

Name/title of authorized representative *(Print)* Gabriela Millan

Signature gm
Gaby Millan (Nov 17, 2023 15:20 PST)

Date 11/17/2023

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## EXHIBIT A – STATEMENT OF WORK

VENDOR shall provide the following services to __San Ysidro School District__ under this Agreement (collectively, the "Services"):

- VENDOR will provide all the services identified in Exhibit A (Statement of work) to this Agreement, including any specific objectives, performance timelines, and measures as described therein.
- VENDOR agrees to be fully responsible for its own self-employment, federal and state income taxes, and indemnifies __San Ysidro School District__ for the payment of such taxes.
- VENDOR shall provide all the labor, equipment and materials to accomplish the Project and fulfill its obligations under this Agreement. __San Ysidro School District__ is not responsible for procuring any property or services needed to carry out the Scope of Work identified below.
- Compensation for Services - No money or other consideration shall be transferred between the parties.

1. Description of Services:

1.1. Vendor shall:

1.1.1. Provide an eight (8) week tennis program and offer optional interest-based single-day group activities focused on SEL and physical well-being.

1.1.2. Provide access to an online academic platform designed to assist students through multi-subject tutoring support and personalized learning instruction.

1.1.3. Provide an eight (8) week yoga and mental wellness program and offer optional interest-based single-day group activities.

1.1.4. Ensure a sign-in sheet is maintained for each session to document each youth who participates in services.

1.1.5. Provide courses of instruction at any contracted San Ysidro School District location as specified in Section 2.

1.1.6. Fulfill the following requirements-

1.1.6.1. VENDOR shall submit to __San Ysidro School District__ a roster of VENDOR'S staff at each Site to include contact information (work telephone, cellular phone, e-mail address). Initial roster is due to the __San Ysidro School District__ prior to the start of services, the new school year and every first of the month thereafter.

1.1.6.2. VENDOR shall require each program staff to wear a VENDOR name photo identification badge.

1.1.6.3. VENDOR shall provide all necessary training and supervision of staff to meet all contractual obligations.

1.1.6.4. VENDOR shall ensure program staff conforms to appropriate professional conduct, which includes but is not limited to positive interaction with students, parent/guardians, and school staff, use of personal cell phone, and dress code.

1.1.6.5. VENDOR certifies that all VENDOR employees who work directly with pupils at the Site will have a TB test and live scan investigation, which consists of FBI and DOJ clearances. If virtual contact with students, VENDOR's employees will have live scan investigation consisting of FBI and DOJ.

1.1.6.6. VENDOR assumes financial responsibility for VENDOR staff taking or being placed on leave (i.e. sick leave, workers compensation, vacation, administrative leave).

1.1.6.7. The VENDOR certifies its employees who work directly with pupils at the site will be trained in First Aid and CPR.

1.1.6.8. The VENDOR shall ensure that all staff members who work directly with the pupils at the Site will comply with child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 111666, et seq. prior to placement at Site. VENDOR shall adopt the **San Ysidro School District** child abuse reporting procedure and collaborate with **San Ysidro School District** to provide annual training to all its employees regarding mandated reporting of child abuse and missing children.

1.1.6.9. The VENDOR shall comply with the **San Ysidro School District** Safety procedures, including but not limited to:

1.1.6.9.1. **San Ysidro School District's** emergency and disaster procedures aligned with the Site emergency disaster plan, shall be provided by **San Ysidro School District** to VENDOR upon execution of this Agreement, including an evacuation and reunification plan for use during program hours.

1.1.6.9.2. VENDOR shall report any injury or incident (i.e., an injury involving medical attention or involving police or social services, student leaving area for students under the direct supervision) **to San Ysidro School District** within 24 hours of the incident, utilizing the **San Ysidro School District** provided incident report form or the injury report form.

1.1.6.10. VENDOR employees will work collaboratively with the Site in order to maximize program resources.

1.1.6.11. VENDOR acknowledges **the San Ysidro School District's** right to institute a program audit with or without cause and agrees to provide best efforts in assisting in the completion of program audits.

1.2. **San Ysidro School District** shall:

1.2.1. Act as lead agency for administration and fiscal management of the proposed project;
1.2.2. Facilitate meetings, as needed, to discuss strategies, timetables, and implementation of services;

1.2.3. Provide authorization for each cycle of curriculum.

## 2. Locations

The services will be provided in **Location 1** listed below with option to expand to Location 2. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this agreement shall remain the personal property of such party.

| Location 1 | Location 2 |
|---|---|
| Vista Del Mar Middle School<br>4885 Del Sol Blvd.<br>San Diego, CA 92154 | San Ysidro Middle School<br>4345 Otay Mesa Rd<br>San Ysidro, CA 92173 |

## 3. Transportation

If applicable, the VENDOR shall follow District Administrative Procedures around transportation for students. If no District transportation is available, VENDOR may use their transportation department to transport District pupils to various after school related activities. The VENDOR must comply with California State law, which requires a commercial driver's license for anyone to transport school age children using any vehicle designed, used, or maintained to carry 10 or more passengers. VENDOR is required to use a school bus or an appropriate vehicle and have that equipment operated by a driver with the required licenses.

Automobile Liability Insurance must be maintained and provided to the District with limits of $1M per occurrence and $2M aggregate per occurrence.

SAN YSIDRO SCHOOL DISTRICT

***GOVERNING BOARD AGENDA***

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

**AGENDA ITEM:** AGREEMENT WITH ZONAR SYSTEMS

**BACKGROUND INFORMATION:**
Zonar provides access to its fleet telematics suite of solutions called Zonar Ground Traffic Control including its Electronic Vehicle Inspection Report System. Services include activation, 24/7 access to Fleet Management Web Application, email & phone support, software upgrades, daily account monitoring, monthly executive summary reporting, and annual site visit. Zonar is compatible with Transfinder which is the routing system that the District is also purchasing, this will include GPS service to track students picked up/dropped off.

Term: July1, 2023 to June 30, 2026

Services include:

| Item Description | Unit Net Price $ | Extended Amount $ |
|---|---|---|
| GTC | 224.11 | 7,619.74 |
| Samsung Tablet EVIR CSA Insp Service | 84.00 | 1,176.00 |
| ZPass Service | 60.00 | 840.00 |
| Samsung Tab Active2 Zonar Mobile Shield | 48.00 | 672.00 |

**RECOMMENDATION:**
Approve/Ratify the 3-year agreement with Zonar Systems to provide fleet management web application and GPS tracking system at an annual estimated cost of $10,307.74 from the General fund.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications?
☒ Yes ☐ No

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

Requisition #

2023-25
$10,307.74
(Amount)

General Fund
(Name of funding source and/or location)

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

ZONAR

## ZONAR HARDWARE AND SERVICES SCHEDULE

1. Agreement. This Hardware and Services Schedule ("Schedule") is entered into by Zonar Systems, Inc., a Washington corporation ("Zonar"), and the customer identified below ("Customer") as of July 1, 2023 ("Schedule Effective Date"). This Schedule is governed by the Zonar Terms and Conditions attached to this Schedule (the "Terms and Conditions") and any Applicable Addenda identified in Section 4 of the Schedule. The parties to this Schedule accept the respective rights and obligations under the Terms and Conditions. Capitalized terms will take their respective meanings as set forth in Section 24 of the Terms and Conditions, unless defined elsewhere in the Agreement.

2. Data Retention:

CSA - EVIR Inspection Data Retention – Rolling Period: ☐ 3 Months ☒ 12 Months
GTC - GPS & All Other Data Retention – Rolling Period: ☐ 6 Months ☒ 12 Months

Zonar Logs and Zonar Coach Data Retention is limited to 6 months, regardless of the check box selections made in this Schedule. B360 data will be available live in the system for 6 months, regardless of the check box selections made in this Schedule. The B360 Service enables older B360 data (time keeping data and dispatch data) to be available longer than 6 months via reports.

3. Customer:

| | |
|---|---|
| **Customer:**<br>**Name: San Ysidro School District**<br><br>**Market Segment: PAX- Pupil Transportation** | Address:<br>4350 Otay Mesa Rd San Ysidro, CA 92173-1617 United States<br>Phone: (619) 428-4476<br>Email: jose.iniguez@sysdschools.org |
| **Zonar Systems, Inc.**<br>18200 Cascade Ave. S<br>Seattle, WA 98188 | |

4. Applicable Addenda:

- ☐ API Access Addendum/Data Share Agreement
- ☐ Connectivity Package/Promotional Hardware Addendum
- ☐ DTNA Renewals Addendum
- ☐ Extended Warranty Addendum
- ☐ Leased Hardware Addendum
- ☐ Managed Applications Addenda
  - ☐ MyView™ EUAA
  - ☐ Zonar Coach™ Addendum
  - ☐ B360 ™ Addendum
  - ☐ ALK Navigation Addendum (CoPilot™)
- ☒ Pupil Addendum
- ☐ Refurbished V3/4GC Combo Warranty Addendum
- ☐ Thomas Built Bus Dealer Addendum
- ☐ No applicable addendum
- ☐ Other Addenda (set forth below) ____________

5. Applicable Quote:

Sales Order No. QSI-152195

6. Contract No. ____________

| The parties have executed this Schedule by their duly authorized representatives and intend it to be effective as of the Schedule Effective Date. | |
|---|---|
| **Zonar Systems, Inc.** | **Customer:** San Ysidro School District |
| By: ____________ | By: ____________ |
| Name: ____________ | Name: Gina A. Potter, Ed.D. |
| Title: ____________ | Title: Superintendent |

Board approved/ratified: December 11, 2023

# ZONAR TERMS AND CONDITIONS

**1. Services.** Zonar will provide to Customer the Services specified in the Order and in any mutually accepted Statement of Work (SOW). The Services may include, but are not limited to: (i) service activation, (ii) access to Zonar's web-based portal and associated web-based Software applications, (iii) reasonable support, including email and phone support, (iv) Software upgrades that Zonar makes generally available to its customers, (v) automated alerts and exception reporting (such alerting functions need to be enabled by Customer and not all Services have an alerting function), and (vi) associated wireless network connectivity (where Zonar manages the associated SIM). Zonar will provide Custom Services in accordance with the terms of a mutually agreed upon SOW.

**1.1. Permitted Uses.** Zonar Services may only be used by the Customer for Customer's internal business use or shared with a 3rd party via a Zonar approved utilization of Zonar's API Access.

**1.2. Non-Permitted Uses**. The following uses are not Permitted Uses, and represent a breach of Customer's contractual obligations under these Terms and Conditions. (a) Using Zonar Services to create software or a service that functions substantially the same as a Zonar Service, (b) Reverse engineering or attempting to extract the source code from a Zonar Service;

(c) using a Zonar Service for any activities where the use or failure of the Zonar Service could lead to death, personal injury, or environmental damage; (d) using a Zonar Service for any illegal, unauthorized, or non-permitted purpose; (e) using a Zonar service for any benchmarking purposes; or (f) granting access to a Zonar Service to any third party telematics provider, or any Zonar competitor.

**2. Customer Must Have Internet Access.** Customer is solely responsible for obtaining and maintaining Internet access to Zonar's web based Software through an Internet service provider in order to access Customer Data hosted by Zonar (transmission of Data from a Customer vehicle to Zonar's data center is part of the Service). Zonar is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by Zonar. Zonar assumes no responsibility for the reliability or performance of any connections as described in this Section.

**3. Data Retention.** Zonar will have the right to purge all Data following the time periods specified on the attached Schedule. If no Data retention boxes are checked on the Schedule, Zonar will have the right to purge EVIR Inspection Data after 3 months and GPS Data and all other Data after 6 months. Regulations may mandate specific Data retention requirements for EVIR Inspection Data, GPS Data, or other Data, and it is Customer's sole responsibility to understand those requirements, and to export and archive its Data if the Data retention period offered by Zonar is not sufficient. Customer is solely responsible for printing data and inspection reports for vehicles involved in an accident. Zonar is not required to retain Data except as provided in the Agreement.

**4. Customer Data.** As between Zonar and Customer, all rights, title and Intellectual Property Rights in and to the Data is owned exclusively by Customer. Customer grants to Zonar a worldwide, non-exclusive, royalty-free, license to use, distribute, reproduce, publicly perform, publicly display, digitally perform, make, have made, store, maintain and import all Data for the purposes of providing and operating the Services. The license may also be exercised on behalf of Zonar by third parties acting on Zonar's behalf (e.g., technology partners, service providers and independent contractors). To the extent necessary, Customer further grants to Zonar all rights necessary in the Data in order for Zonar to exercise its rights regarding the Aggregated Information as described in Section 8. Customer is solely responsible for its use of Data, controlling its employees/authorized users' access to the Software, Hardware and Services, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the Services. The accuracy of Data may be dependent on the accuracy of information provided by individuals using Hardware or Software on Customer's behalf.

**4.1. Disclosure of Data.** Customer authorizes Zonar to disclose Data to (a) the manufacturer of Customer's vehicle; (b) the lessor or owner of the vehicle (where Customer has rented or leased a vehicle from a third party); (c) any maintenance provider/company identified by the Customer; (d) the provider of any Managed Application that Customer chooses to download, install, or use; and/or (e) any third party to whom the Customer authorizes access to such Data via Zonar's API. Customer acknowledges that the foregoing disclosures of Data are part of the Services provided by Zonar under the Agreement.

**4.2. Personal Information**. Zonar shall process, use, store, or otherwise access all Personal Information received under the Agreement as Customer's Service Provider. Except as otherwise authorized by law, Zonar may not (i) use, disclose, or process Personal Information for Zonar's own purposes, including but not limited to marketing or commercially exploiting (such as selling, renting, or leasing) Personal Information; (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Services, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the Services; (iii) retain, use, or disclose Personal Information outside of the direct business relationship between Zonar and Customer; or (iv) "sell" Personal Information, as that term is defined in the CCPA. Zonar certifies that it understands these restrictions, and shall comply with them. Zonar shall promptly comply with Customer's reasonable written instructions regarding any individual privacy rights requests made pursuant to the CCPA.

**4.3 Privacy**. Customer has partnered with Zonar to collect and process certain vehicle information relating to Customer's vehicles. In providing the Services, Zonar accesses this data from the United States. Details of Zonar's privacy policies can be found at the following locations.

https://www.zonarsystems.com/privacy/

**5. Software License.** Subject to Customer's timely payment of all applicable fees and expenses, and compliance with the terms of the Agreement and, if applicable, any Third Party Terms, Zonar grants to Customer during the Term a limited, non-transferable, non-sublicensable, revocable license to access and use the Software (including hosted Software, device applications and device firmware) solely in connection with Customer's use of the Services and solely for Customer's internal business purposes. Customer is responsible for ensuring that only authorized Customer personnel have access to Zonar's web-based services. Customer acknowledges that the Software is of United States origin, is provided subject to the U.S. Export Administration to any intellectual property relating to the Zonar Offerings and/or Third Party Offerings and will not (a) modify or create derivative works from any Software, (b) merge or otherwise combine any Software with other software not expressly approved in writing by Zonar, (c) copy, reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Software, or (d) permit the Software to be used for, any purposes prohibited by law. Zonar Offerings may be subject to the export control laws of the applicable territory, and Customer will comply with such export control laws. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable.

**6. Purchased Hardware.** Zonar or its designee will ship all Purchased Hardware to Customer under the Agreement FOB origin, such that title transfers to Customer when such Purchased Hardware is made available to Customer at Zonar's premises. Without affecting the transfer of title, Zonar will, if specified in the Order under shipping charges, arrange for insured shipment of Purchased Hardware to Customer via a common carrier of Zonar's choosing, and will reasonably assist Customer with any claims against such a carrier for lost or damaged shipments. Unless Customer has purchased Hardware installation Services from Zonar or its designee under the Order or SOW, Customer shall be solely responsible for the proper installation of all such Purchased Hardware. In the event that Zonar has provided Customer any Promotional Hardware (where title transfers to Customer but Zonar waived the normal purchase price of the Hardware under a promotional offering), and Customer terminates this Agreement for any reason before the end of the Initial Term, Customer shall be obligated to immediately return such Promotional Hardware to Zonar at Customer's expense or pay for such Promotional Hardware. The terms of the **Connectivity Package/Promotional Hardware Addendum** shall apply to all Promotional Hardware.

**7. Leased Hardware**. If a Quote or Order identifies Hardware as "leased" or "bundled", or if the Order does not identify a specific purchase price for any Hardware included in the Quote, such Hardware will be considered Leased Hardware. Customer will use the Leased Hardware only with the Services, in accordance with specifications applicable to such Hardware and all applicable laws. The terms of the **Leased Hardware Addendum** shall apply to all Leased Hardware.

**8. Intellectual Property.** Zonar retains all right, title and interest and all related Intellectual Property Rights in and to the Zonar Offerings and Aggregated Information, including any enhancements, updates, modifications, or derivative works, whether made by Zonar, Customer or any third party. Except as expressly provided in the Agreement, the rights granted to Customer do not convey any other rights in the Zonar Offerings, or any ownership in the Zonar Offerings. Under no circumstances will Customer sell or transfer any Zonar Offerings, reconstruct or repair such Zonar Offerings, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other intellectual property embodied therein. Zonar service marks, logos and product and service names are marks of Zonar (the "Zonar Marks"). Customer agrees not to display or use the Zonar Marks in any manner without Zonar's express prior written permission.

**9. Zonar API.** Zonar may make available Zonar API to Customer at Zonar's discretion. Any access to or use of Zonar API by Customer, including any third party authorized by Customer, shall be subject to the terms of **Zonar API Addendum**.

**10. Beta Hardware and/or Services.** Zonar may provide Customer with access to certain Beta Hardware and/or Services throughout the Term. At its sole discretion, Zonar may choose not to generally release such Beta Hardware and/or Services, choose to change Beta Services, and/or choose to discontinue or suspend the Beta Services at any time, with or without notice. Customer must immediately cease using Beta Hardware and/or Services upon Zonar's request. Beta Hardware and/or Services may contain defects and bugs that may cause system or other failure and data loss. Zonar will identify such Beta Hardware and/or Services to Customer as Beta Hardware, Test Hardware, Prototype Hardware, Beta Services, Test Services, and/or Prototype Services to distinguish such products and services from Zonar's commercially released Hardware and Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZONAR MAKES AVAILABLE BETA SERVICES "AS IS", WITHOUT ANY WARRANTY, GUARANTEE, SUPPORT, OR INDEMNIFICATION, AND ZONAR SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO BETA SERVICES.

**11. Consents and authorization.** Customer is solely and individually responsible for obtaining all driver, operator, and other end user consents and authorizations that may be legally required, necessary, or appropriate with respect to the provision of the Services. Customer shall indemnify, defend, and hold harmless Zonar for any breach of this Section 11.

## ZONAR TERMS AND CONDITIONS

**12. APPLICATIONS.**

**12.1. MANAGED APPLICATIONS.** Zonar may offer third party applications that are integrated with the Zonar Offerings, identified on an Order, and for which Zonar directly invoices Customer (the "Managed Applications"). Zonar may change the availability of these Managed Applications at its sole discretion, and Zonar reserves the right to suspend or terminate the provision or use of any Managed Application (including the removal of any Managed Application from Zonar-sourced tablets) at any time without entitling Customer to any refund, credit or other compensation, other than the termination of ongoing billing for the terminated Managed Application. Use of Managed Applications may require the purchase of a Monthly Data Plan as further described in Section 21. If Zonar is providing Customer with access to Managed Applications as specified in the Order, Customer's use of the Managed Applications is governed by the additional terms contained in the **Managed Applications Addendum**.

**12.2. INDEPENDENT THIRD PARTY APPLICATIONS.** Customer may use certain third party applications, products, or services with the Zonar Offerings (collectively, "Third Party Apps"). Any purchase, installation or enablement of, subscription to, or use by Customer of Third Party Apps, as well as any exchange of data between Customer and any Third Party App provider, is solely between Customer and the applicable third party. Any Third Party App terms and conditions are controlled solely by the Third Party App provider and Zonar has no control over Third Party Apps or their providers, and, Zonar does not warrant or support, and has no responsibility for, Third Party Apps and/or any other non-Zonar products or services. It is Customer's responsibility to review and comply with all relevant terms governing the use of Third Party Apps (the "Third Party Terms"). Use of Third Party Apps may require the purchase of a Monthly Data Plan as further described in Section 21.

**12.3. CUMMINS CONNECTED DIAGNOSTICS**. If Customer subscribes to Cummins Connected Diagnostic services ("CCD"), Customer is obligated to register separately with Cummins Inc. ("Cummins") in order to activate and use CCD. Customer is solely responsible for contacting Cummins to complete registration. Customer acknowledges that Zonar provides only a data stream to Cummins to enable CCD, and Customer hereby authorizes Zonar to share with Cummins the Data as required for CCD. Any vehicle service recommendations and other CCD services are provided by Cummins and other third parties, independent of Zonar. Zonar has no responsibility for or control over CCD, and Zonar shall have no liability whatsoever with respect to Customer's use of CCD or failure to properly register with Cummins.

**13. TERM/TERMINATION.**

**13.1. TERM.** Unless otherwise set forth in the Order, The initial term for each Order shall be a period of three (3) year(s) following commencement of Service billing, as defined in Section 13.1.1 ("Initial Term"). The Initial Term will automatically renew for additional one-year periods (each, a "Renewal Term", and together with the Initial Term, collectively the "Term"), unless a party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term. The Term cannot exceed five(5) consecutive years. A new Agreement is required after a five(5) Term. Zonar may modify the fees and charges associated with any Renewal Term by providing Customer with written notice at least thirty (30) days prior to the conclusion of the then-current Term. Customer will have thirty (30) days after receiving such notice to terminate the Agreement.

**13.1.1 SERVICE BILLING.** Unless specified otherwise in the Order, Service billing will commence as follows: (a) for Hardware that is shipped to Customer by Zonar or its designees on or before the 15th day of a month, Service billing will commence on the first of the month following Hardware shipment; (b) for Hardware that is shipped to Customer by Zonar or its designees after the 15th day of a month, Service billing will commence on the15th day of the following month, following Hardware shipment; (c) for Hardware that is currently in Customer's possession or control, Service billing shall commence on the 1st day of the month following the Schedule Effective Date (or the Order date, as applicable); and/or (d) for additional Services ordered after the Schedule Effective Date of this Agreement and for which additional Hardware or Hardware activation is not required, including Managed Applications, Service billing shall commence on the 1st day of the month following the Order date. If, for any reason, the billing for Services is deferred beyond the above defined commencement date, the Service billing commencement date will be the date of the first invoice for Service that the Customer pays in full.

**13.1.2 DTNA RENEWALS**. The Term associated with any Customer's renewal of Virtual Technician or Visibility Services under the Agreement is set forth in the **DTNA Renewals Addendum**.

**13.2. TERMINATION.** If Customer attempts to terminate early, fails to make any payment when due, or otherwise violates any term or condition of the Agreement, Zonar may terminate the Agreement if Customer does not cure such breach within fifteen (15) days after written notice. Upon termination of the Agreement, all Fees and other amounts due under the Agreement, including Fees incurred and unpaid as of the date of termination of this Agreement, will accelerate and become immediately due and payable, and Customer shall be responsible for interest and costs/expenses of collection. Zonar may terminate the Agreement immediately, upon written notice to Customer if Customer breaches the terms of Sections 5 (Software License), 8 (Intellectual Property) or 19 (Confidentiality).

**13.3. EFFECT OF TERMINATION.** Upon termination or expiration of the Agreement, Customer will immediately cease use of the Software, Services, Data (unless Customer has purchased continuing Data retention services as specified in the Order) and any Zonar Confidential Information. The provisions in the following sections, and any other right or obligation of the parties in the Agreement that, by its nature, should survive expiration or termination of the Agreement, will survive any expiration or termination of the Agreement: 3, 5, 8, 11, 14.2, 15, 16, 17, 18, 19, 20 and 21. Additionally, Customer will pay all unpaid and outstanding fees through the effective date of termination or expiration of the Agreement.

**14. FEES, PAYMENT TERMS, TAXES.**

**14.1. FEES.** Customer is responsible for all Hardware and Service costs, fees, and charges identified in the applicable Quote, Sales Order, Statement of Work, or other written agreement (collectively, "Fees"). In addition to the foregoing, Zonar reserves the right to assess a fee for any vehicle, Hardware, and/or Services transferred to a different Zonar Customer account ("Transfer Fee"), and a fee for any SIM-enabled Hardware activated for Customer, including Hardware that is reactivated following deactivation ("Activation Fee"). Customer will be invoiced applicable Transfer Fees and Activation Fees. Services Fees are fixed for the duration of the Term. In the event Zonar intends to increase Service Fees in a Renewal Term, Zonar must provide the notice required in Section 13.1. Hardware Fees (due to the fluctuating prices of electronic components) will be quoted as needed. Pricing for subsequent Hardware orders will be based on current market pricing.

**14.2. PAYMENT TERMS.** Customer will pay (in U.S. dollars) all invoices issued under the Agreement by wire transfer to Zonar's designated bank, by check, or by any other method acceptable to Zonar within thirty (30) days from the date of Zonar's invoice. Payments are not subject to set off or reduction. Any amounts not paid when due will bear interest at the rate of one percent (1.0%) per month, or the maximum legal rate if less, and Customer will be responsible for all costs and expenses, including attorneys' fees, incurred by Zonar in connection with the collection of any delinquent amounts. Zonar will be entitled to withhold performance and suspend the Zonar Offerings and Third Party Offerings until all amounts due are paid in full. Zonar reserves the right to require Customer to pre-pay for Services or provide automated electronic payment information (credit card or EFT).

**14.3. TAXES.** All payments to Zonar exclude taxes unless specifically stated. Customer is responsible for payment of all applicable taxes, including sales tax, use tax, and property tax on Hardware, excepting taxes on Zonar's income or Zonar's employment taxes, however designated or incurred in connection with the transactions under the Agreement, and agrees to reimburse Zonar for any taxes paid on their behalf.

**15. WARRANTY.**

**15.1. LIMITED SERVICES WARRANTY.** Zonar warrants that any installation Services and Custom Services provided under this Agreement shall be performed in a professional fashion by personnel with appropriate skill and expertise. Zonar warrants the workmanship of any installation Services for a period of ninety (90) days following completion of installation.

**15.2. LIMITED HARDWARE WARRANTY FOR PURCHASED HARDWARE.** Zonar warrants that the

Purchased Hardware will be free from all material defects in workmanship under normal use and service. Zonar's warranty period for such serialized Hardware (V series GPS units, ZTRAK GPS units, EVIR 2010 handheld's, Zonar-branded tablets, Z PASS readers) is as follows: (a) V4 and V3 Series HD GPS product line – 3 Years; (b) all other serialized Hardware (including 2010 handheld devices and Zonar-branded tablets) – 1 Year; and (c) all third-party Hardware – the applicable manufacturer's warranty (if any). The warranty period runs from the date of shipment, and any replacement hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with the Agreement, and that Customer provides Zonar with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, Zonar will replace any failed or functionally impaired Hardware with equivalent Hardware in terms of performance and functionality. This warranty does not apply to any Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Hardware installations must follow Zonar's equipment-specific installation guidelines to qualify for the foregoing warranty. If Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, or if Hardware is otherwise deemed ineligible for Warranty coverage, Customer will be charged the price of a replacement unit plus shipping and handling, and restocking fees. Customer is solely responsible for the deinstallation and return of Hardware and the proper installation of any replacement Hardware. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMAs must be pre-authorized by Zonar Customer Care at: E-mail: Customercare@zonarsystems.com. Phone: 1(877) THE- EVIR. Ancillary hardware such as mounts, brackets, and cables are excluded from the above warranty.

**15.3. WARRANTY DISCLAIMER.** THE LIMITED WARRANTIES IN THIS SECTION 15 ARE MADE PERSONALLY TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF DATA, AND ZONAR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ZONAR OFFERINGS OR THE THIRD PARTY OFFERINGS, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; OR (C) ANY WARRANTY THAT THE ZONAR OFFERINGS OR THE THIRD PARTY OFFERINGS WILL BE SECURE OR ERROR-FREE, WILL MEET CUSTOMER'S REQUIREMENTS, WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY OR SECURE, OR OPERATE WITHOUT ERROR.

**16. Hold Harmless and Injunctive Relief.** To the extent allowed by law, Customer shall hold Zonar harmless from and against any claim, cost, or expense (collectively, "Claims") asserted or initiated by a third party arising out of or relating to Customer's use of the Data provided by the Service for employment decisions. For copying or unauthorized use of the software and Services, or other violations of the terms of the Agreement, Zonar may seek and obtain injunctive relief for such breaches or threatened breaches, in addition to, and not in limitation of other legal remedies.

ZONAR INDEMNIFICATION: To the fullest permitted by law, Zonar shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all third party claims, demands, causes of action, cost, expenses, liability, loss, damages or injury of any kind, in law or equity, to property or person, including wrongful death, in any manner arising out o, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Zonar, its officials, officers, employees, subcontractors, or agent in connection with the performance of Zonar's Services, the Project or this Agreement, including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses.

**17. Limitation Of Liability.** EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS APPLICABLE TO CONFIDENTIAL INFORMATION, CUSTOMER'S INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ZONAR'S INTELLECTUAL PROPERTY RIGHTS, AND ANY INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, OR INVESTMENTS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON- PERFORMANCE OF THE AGREEMENT, USE OF THE ZONAR OFFERINGS OR THE HARDWARE, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THE AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. ZONAR'S AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER UNDER THE AGREEMENT IN THE PRIOR TWELVE (12) MONTHS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER ZONAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**18. Other Limitations.** Zonar's licensors and suppliers will have no liability of any kind under the Agreement and Customer will not be a third party beneficiary under agreements between Zonar and its licensors/suppliers. Customer is solely responsible for instructing individuals in the proper use of equipment, execution of inspections and delivery of legally acceptable electronic signatures in compliance with US law regarding commercial vehicle inspection and repair records, if applicable. Zonar will have no liability for any nonperformance/delay caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, and war. Zonar may update and change the features and functionality of the Zonar Offerings from time to time, with or without notice, so long as such changes do not materially diminish the function or features of the applicable Zonar Offering.

**19. Confidentiality.** To the extent allowed by law, each Party shall retain in confidence all information received from the other Party that the disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as such ("Confidential Information"), except that Zonar may disclose Customer's Confidential Information (where such data is collected from a Customer vehicle/asset) to (a) the manufacturer of Customer's vehicle or engine; (b) the lessor or owner of the vehicle (where Customer has leased vehicle from a third party) or any maintenance provider/company identified by the Customer; (c) the provider of any Third Party App that Customer chooses to download, install, or use; and/or (d) any third party to whom the Customer authorizes access to such data via Zonar's API, for the purpose of providing Customer products or services including data analysis. In no event shall either Party employ less than a reasonable degree of care in protecting the Confidential Information, which includes, but shall not be limited to: the terms of this Agreement, pricing, business plans, customer lists, operational and technical data and product plans. Customer shall not share or provide access to Zonar's web based software or device firmware with any competitor of Zonar. The receiving Party's obligations under this Section shall extend for two (2) years following the disclosure of the Confidential Information. For avoidance of doubt, all of Zonar's self-help guides accessible only via Zonar's password protected Customer facing/restricted web portal are Zonar's proprietary and Confidential Information, and Customer has a license to use such materials only for its internal business purposes and only during the Term of this Agreement.

**20. Wireless Data Policies.** Customer has no contractual relationship with a wireless carrier and is not a third party beneficiary of any agreement between Zonar and a wireless carrier, nor does the underlying wireless carrier have any legal, equitable or other liability to Customer. Subject to FCC number portability rules, Customer has no property or other rights in any number assigned to it and any such number can be changed. Zonar and/or wireless carrier will not be responsible for interruption of service for any reason or the inability to use the service caused by Force Majeure. The liability and obligation of Zonar to Customer for services may be controlled and limited by a wireless carrier's tariff, if any, and the laws, rules and regulations of the FCC and other United States or foreign governmental authorities and in no event will Zonar and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by Customer (and not provided by Zonar).

**21. Additional Data Costs.** The download and/or use of any web browsing or Third Party App service on Hardware with a Zonar-controlled SIM requires the purchase of a Monthly Data Plan. Customer must use all Monthly Data Plan data allowances, in the billing period in which the allowance is provided, and unused data allowances will not roll over to subsequent billing periods. Zonar reserves the right to modify or change these Monthly Data Plans and fees at its discretion, which changes will be reflected in a Supplemental Order and will impact only Services subscribed to or renewed after the effective date of such changes (i.e., rate changes for existing Services a Customer has ordered will not occur during the Initial Term, but may be increased with notice by Zonar in a Renewal Term).

22. **Miscellaneous**. If there is any conflict or inconsistency between these Terms and Conditions, an Addendum, an Order, and a SOW, such conflict or inconsistency will be resolved by giving precedence: (a) first, to an Addendum, (b) second, to the Terms and Conditions, including its exhibits, (c) third, to an order (unless an Order expressly states that it overrides the Terms and (d) fourth, to a SOW( unless a SOW expressly states that it overrides the Terms and Conditions). For purposes of the Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) words denoting the singular have a comparable meaning when used in the plural, and vice-versa. The failure of either party to exercise in any respect any right provided for in the Agreement will not be deemed a waiver of any provision of the Agreement or of any subsequent breach of the same and no waiver of any provision of the Agreement will be effective unless made in writing. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. The Agreement is governed by the laws of the State of California, and, in the event of any controversy or claim arising out of or relating to the Agreement or the breach or interpretation thereof, the parties must submit to the exclusive jurisdiction of and venue in the San Deigo County, California, and their respective appellate courts. Electronic or scanned signatures will be deemed originals. By executing the Agreement, Customer authorizes Zonar and/or its affiliates to request and obtain credit reports and/or bank and trade references ("Credit Reports"). Customer may request, and Zonar will provide, information regarding any Credit Reports obtained pursuant to this Section.

**23. Entire Agreement**. These Terms and Conditions, including all addenda, attachments, exhibits, and documents incorporated by reference herein constitute the entire agreement between the parties regarding the Zonar Offerings. All Orders during the term of this Agreement shall be subject to these terms and conditions of this Agreement, and any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the parties, even if signed and returned, unless both parties agree in a separate writing to be bound by such different or additional terms and conditions.

**24. Definitions**:

**24.1.** "**Aggregated Information**" means data and information related to Customer's use of the Zonar Offerings that is used by Zonar in an aggregated and anonymized manner.

**24.2.** "**Agreement**" means the Order, any confirmatory sales order issued under the Order, these Terms and Conditions, any Statement(s) of Work, the terms and conditions, end user license agreements, and click-through terms applicable to Zonar Software and subscription Services made available by Zonar, and all addenda and exhibits attached to these Terms and Conditions, all of which together form a single agreement.

**24.3.** "**Beta Services**" means all services designates as per – release, preview, non-generally released, and /or beta services made available by Zonar under Agreement. Beta Services may include entirely new or additional Services, as well as new or additional functionality incorporated into existing Services.

**24.4.** "**CCPA**" means the California Consumer Privacy Act of 2018.

**24.5.** "**Custom Services**" means any non-standard services that Zonar provides to Customer under this Agreement, including custom report building and/or delivery services, integration services, bulk data export services, enhanced customer support, custom training, managed warranty services, custom professional and consulting services, and/or any other add-on services as further set forth in the applicable SOW or Order.

**24.6.** "**Data**" means any and all files, information, data or other content generated by Customer that is collected, transmitted, or stored in Zonar's systems and made available to Customer through Zonar's web portal, Zonar API, or such other standard Customer interfaces as Zonar may provide in connection with its delivery of the Services. Data may include one or more of EVIR Inspection Data, GPS Data, Z PASS Data (student bus ridership data), and/or Zonar Logs Data (hours of service/driver log data). Data does not include information that Zonar collects for relationship management purposes, such as contact, billing, customer relationship management, service delivery, performance measuring, or compliance monitoring or Aggregated Information. Not all Customers purchase all available Services and thus not all Customers receive all of the above noted types of Data. Services provided to specific Customers are defined in a Quote and confirmed in a Sales Order.

**24.7.** "**EVIR Inspection Data**" means inspection Data related to or derived from Customer's use of Zonar's verified inspection service ("EVIR").

**24.8.** "**GPS Data**" means global positioning system coordinates and/or other location Data related to or derived from Customer's use of the Zonar Offerings.

**24.9.** "**Hardware**" means Leased Hardware, Purchased Hardware, or other equipment and physical products provided to Customer under the Agreement.

**24.10.** "**Initial Term**" is defined in Section 13.

**24.11.** **Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

## ZONAR TERMS AND CONDITIONS

**24.12.** "**Leased Hardware**" means any equipment provided to Customer by Zonar, a Zonar authorized reseller, or a Zonar authorized agent to which Zonar retains title and ownership rights, and leases to Customer for use under the Agreement.

**24.13.** "**Order**" means the Schedule to which these Terms and Conditions are attached, the initial Order, and any Supplemental Order. Orders may be described in Quotes or sales orders that are incorporated into or otherwise made subject to this Agreement.

**24.14.** "**Personal Information**" means any information relating, directly or indirectly, to an identified or identifiable natural person or household.

**24.15.** "**Promotional Hardware**" means any equipment provided by Zonar to Customer under the Agreement where title transfers to Customer at the time of shipment, but where Customer is obligation to return or pay for such equipment in the event the Agreement is terminated for any reason prior to the Initial Term. No return or payment is required if the equipment is used for the entre Initial Term.

**24.16.** **Purchased Hardware**" means any equipment sold by Zonar to Customer under the Agreement.

**24.17.** "**Quote**" means any Zonar sales quote that describes the Zonar Offerings to be provided to Customer under this Agreement.

**24.18.** "**Services**" means the services that Zonar and its authorized resellers and/or authorized agents provide to Customer under the Agreement, including Custom Services, installation services, automated data collection from enrolled vehicles (such data includes one or more of the following: Data, time card data, inspection data, location data, diagnostic data, idle data, and/or driver behavior data); automated data transmission to a secured hosted data center; monthly storage of collected data; Zonar API; customer support for Hardware and data transmission issues; data aggregation and anonymization services; services identified on a SOW; and such other services as Zonar may make available from time-to-time. Not all Customers purchase all available Services. Services provided to specific Customers are defined in a Quote and confirmed in a Sales Order.

**24.19.** "**Service Provider**" has the meaning defined in the CCPA.

**24.20.** "**Software**" means any Zonar sourced computer software and associated documentation made available to Customer under the Agreement, including any software and/or firmware loaded on, included with or otherwise provided for use with Hardware.

**24.21.** "**Statement of Work**" or "**SOW**" means any written statement of worked signed by both parties for the provision of Services by Zonar.

**24.22.** "**Supplemental Order**" means an Order entered into between Zonar and Customer after the initial Order with additional or different terms.

**24.23.** "**Third Party Offerings**" means any third party applications, software, or services used in connection with, or offered as part of, the Services.

**24.24.** "**Zonar API**" means any application programming interface(s) made available by Zonar.

**24.25.** "**Zonar Offerings**" means the Software, Services, and Hardware that Zonar, a Zonar authorized reseller, or a Zonar authorized agent makes available to Customer for lease, purchase, license or use under the Agreement.

Zonar/Custom/October/2023

# PUPIL ADDENDUM

**1. NAPT GRANT RECIPIENTS.** If Customer receives Hardware from Zonar for no separate rate Hardware fee (i.e., the cost of the Hardware is covered by the award of a National Association for Pupil Transportation ("NAPT") grant or by the Service fee), then in the event of any early termination, Customer will be required to return all Zonar-furnished Hardware.

**2. SPECIFIC TERMS APPLICABLE TO RFID, STUDENT BUS RIDERSHIP, AND STUDENT TRANSPORTATION SERVICES.** Customer will solely manage the disbursement of RFID cards to their students, and Customer is solely responsible for obtaining all consents and authorizations legally necessary or appropriate for the provision of Services. Other than student name and RFID card number, Customer will not upload any personally identifiable information related to its students, such as social security numbers, home addresses, parent names, or telephone numbers, into Zonar's end user interface. Such information is not required for the deployment or operation of Z PASS, Z PASS+, Verify™ or such other Services that require the use of RFID, and such information should reside in only the Customer's student information system.

**3. SCHOOL DISTRICT ACKNOWLEDGMENT & PERMISSION FOR STUDENT BUS RIDERSHIP TRACKING.**

**a.** If Customer is a public school district in the United States ("District") and has subscribed to Z PASS, Z PASS+, Verify™, MyView™, or other student ridership services, then District acknowledges and agrees to the following: (a) District is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records ("FERPA"); (b) District collects, uses, maintains, and discloses student education records, including school bus usage and location data ("FERPA Data") in accordance with FERPA.

**b.** District has outsourced certain services/functions with regard to FERPA Data that would otherwise be performed by District personnel to Zonar, including collecting FERPA Data regarding school bus usage data, school bus location data, and student ridership data, and disclosing that FERPA Data to a student's parent or guardian upon request (collectively, the "Bus Ridership Services"), and (d) Zonar's Privacy Policy is consistent with the District's own policies for protection of FERPA Data.

**c.** Zonar acknowledges and agrees to the following: (a) Zonar is acting as a contractor to the District in performing the function, either directly, under the terms of a contract between the District and Zonar, or indirectly, through another District contractor such as a school bus contractor; (b) Zonar's maintenance, use, and disclosure of FERPA Data which it collects or has access to is performed in accordance with Zonar's Privacy Policy. (c) Zonar uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such individuals include that student, that student's parent/guardian, and the District (collectively, "Permitted Recipients") have access to that student's FERPA Data in Zonar's possession or control.

**d** Zonar uses reasonable methods to ensure that no third parties, with the limited exception of third parties expressly authorized by a student's parent/guardian (each an "Authorized Third-Party Recipient"), have access to that student's FERPA Data in Zonar's possession or control. District hereby grants Zonar express permission, in accordance with the above, to collect, access, use, and disclose to Permitted Recipients and Authorized Third-Party Recipients, the FERPA Data described above.

# SAN YSIDRO SCHOOL DISTRICT
# *GOVERNING BOARD AGENDA*

**TO:** Governing Board **BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

**AGENDA ITEM:** APPROVAL AND RATIFICATION OF PROFESSIONAL SERVICES WORK AUTHORIZATION(S) PURSUANT TO EXISTING MASTER AGREEMENT(S)

**BACKGROUND INFORMATION:**

Previously, the Board has approved and the District has executed certain "Master Agreements" with professional services providers, including but not limited architects, engineers, inspectors, and other consultants. These Master Agreements were entered into after appropriate request for qualifications and/or request for proposals ("RFQ/P") solicitations through which multiple proposals were solicited. Pursuant to the Master Agreements currently in place, the individual professional services providers (collectively "Professionals") are not assigned any specific scope of work/services and/or entitled to any compensation, unless and until the District approves a written work authorization ("Work Authorization"). Each such Work Authorization sets forth in writing the particular scope of work/services, compensation, deliverables, schedule and any other project specifics applicable to each Professional consistent with the original RFQ/Ps. Accordingly, the purpose of this Agenda Item is to permit the Board to review and consider approval of the following specific Work Authorization(s) with the Professional(s) listed below:

*I. Work Authorizations (WA) for Ratification*:

1. **Work Authorization No. 1** to the Master Agreement with **SWS Engineering, Inc.** originally executed on or about November 9, 2023. This Work Authorization is in the amount of **$23,970.00**, to conduct a **Preliminary Site Assessment Survey, request Title Report and Record of Survey for Smythe Elementary School.** Services will be paid for from the **General Obligation Bond funds**. The Work Authorization was executed by staff on or about November 13, 2023 pursuant to previously delegated authority.

2. **Work Authorization No. 2 - Revision 1** to the Master Agreement with **Davy Architecture Inc.** for the Design/Build criteria development for the upcoming construction work at **San Ysidro Middle School.** The Master Agreement was originally executed on or about 06-22-23 and WA No. 2 for Step 1 initial investigations and scoping was Board approved/ratified on 08-10-23. This revision will authorize Step 2, the creation of the project criteria, pre-design surveying, and a structural opinion on the condition of the buildings in the not-to-exceed amount of $46,000.00. This authorization includes a contingency of $5,000 that will not be used without specific staff authorization in advance. The new authorized total including contingencies is $66,500.00 and will be paid from the General Obligation Bond funds. The Work Authorization was executed by staff pursuant to previously delegated authority.

3. **Work Authorization No. 3 (Revision 1)** to the Master Agreement with **Davy Architecture Inc.** for the Design/Build criteria development for the upcoming construction work at the **New Community Resource Center (Beyer Site)**. The Master Agreement was originally executed on or about 06-22-23. WA No. 3 for initial investigations Step 1 was Board approved/ratified on 10-19-23. This revision will authorize step 2, the creation of the project criteria, and confirmation of costs in the not-to-exceed amount of $19,100.00. This authorization includes a contingency of $5,000 that will not be used without specific staff authorization in advance. The new authorized total including contingencies is $77,300.00 and will be paid from the General Obligation Bond funds. The Work Authorization was executed by staff pursuant to previously delegated authority.

Continues on page 2

**Work Authorization (WA) No. 1** to the Master Agreement with **EHM Architecture Inc.** for as-needed scoping and project planning discussions related to work being considered by the District. The Master Agreement was originally executed on or about 11-09-23. This WA is for a maximum not-to-exceed value of $10,000 and will be paid for from General Maintenance funds. The Work Authorization was executed by staff pursuant to previously delegated authority.

**Work Authorization (WA) No. 2** to the Master Agreement with **EHM Architecture Inc.** for the design and DSA approval to relocate a non-functioning drinking fountain at Smythe Elementary School. The Master Agreement was originally executed on or about 11-09-23. This WA is for a maximum not-to-exceed value of $16,020 and will be paid for from the COPS Refinancing funds. The Work Authorization was executed by staff pursuant to previously delegated authority.

**RECOMMENDATION:**
Approve/Ratify the Work Authorization(s) set forth above for the total amount of $115,090.00.

## LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$115,090.00
(Amount)

General Obligation Bond and/or other funds
(Name of funding source and/or location)

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

## Work Authorization (WA) Form

| | | | |
|---|---|---|---|
| Firm | DAVY ARCHITECTURE, INC. | WA# | 2 – Revision 1 SYMS D-B Criteria |
| Attn: | Eric Davy | Contract # | 2305-01jmb |
| Requestor | Dr. Jose Iniguez | Date Requested | 10/6/23 |
| Due By | See below | Deliverables (Y/N) | Y |

### TASKS/DELIVERABLES

| Tasks Required/Deliverables | Due Dates |
|---|---|
| Continuing the efforts to finalize criteria and make ready for the Design/Build Team procurement, the following Tasks are added to WA#2:<br><br>Task 4: Development of Design-Build Criteria document and cost analysis for modernization of San Ysidro Middle School and associated sitework. Coordination with cost consultant on establishing baseline construction cost figures by element for purposes of prioritization of various scopes.<br><br>Deliverables include: A costed list of discrete scopes with options if applicable and pre-design budget level construction costs for each in a simple Excel file formatted and a database for analysis, a single MSWord criteria document for review and editing. Once feedback is received, the final document is due | 90% Draft criteria due: 30 days from final signature hereto.<br><br>Once the District has provided feedback, the final is due within 5 working days therefrom unless an alternative schedule is approved in advance at time of receipt of feedback. |
| Task 5: Discussion/confirmation of project scope via online meeting(s). | Ongoing |
| Task 6: At District's discretion assist with the development of a survey or other method to obtain limited feedback from stakeholders. | Incorporate into final deliverable within 5 working days from receipt of input. |
| Task 7: Structural evaluation of buildings as identified in the Kleinfelder Geotechnical Report with an engineer very familiar with State School Facility Funding for Facility Hardship. Work may include additional letters or clarifications with timelines as negotiated within the authorized cost herein. | Report due: 30 days from final signature hereto. |

## Cost/Payment Schedule

| Task | Authorized Cost |
|---|---|
| Task 4: Cost plus reimbursement of cost consultant not-to-exceed | $15,000 |
| Task 5: Not-to-Exceed | $4,000 |
| Task 6: Not-to-Exceed | $2,000 |
| Task 7: Cost plus reimbursement of structural engineer not-to-exceed | $20,000 |
| Owner Controlled Contingency in case of additional interviews, or additional scope needed that is currently unforeseen to complete this effort. Must be authorized in writing in advance. | $5,000 |

*TOTAL AUTHORIZED COST* ***$46,000***

## Request Details

See above. It is understood that exact time and scope may change and the not-to-exceed fees above may require written modification as a signed revision to this Work Authorization.

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2305-01 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: 10.09.23

Print Name: KURT C. HUNKER. /Title: CHIEF DESIGN OFFICER

**District:**
Authorized to Proceed by: ______________ (signature)

Date: ______________

Print Name: ______________ /Title: ______________

**Work Authorization (WA) Form**

| | | | |
|---|---|---|---|
| Firm | **DAVY ARCHITECTURE, INC.** | WA# | **3 – Revision 1 Comm. Res. Ctr. (Beyer) Criteria** |
| Attn: | Eric Davy | Contract # | 2305-01jmb |
| Requestor | Dr. Jose Iniguez | Date Requested | 08/01/23 |
| Due By | See below | Deliverables (Y/N) | Y |

**TASKS/DELIVERABLES**

| **Tasks Required/Deliverables** | **Due Dates** |
|---|---|
| Continuing the efforts to finalize criteria and make ready for the Design/Build Team procurement, the following Tasks are added to WA#3:<br><br>Project Title Change: This project originally referred to as the Administrative Annex shall be referred to as the Community Resource Center. The work will still include information about potential future projects and the criteria will require the Design/Builder to take those into consideration during the development of the site design.<br><br>Coordination with cost consultant on establishing baseline construction cost figures by element for purposes of prioritization of various scopes.<br><br>Deliverables include: An area bubble diagram for minimum size and adjacencies of the new building rooms, a costed list of discrete scopes with options if applicable and pre-design budget level construction costs for each in a simple Excel file formatted and a database for analysis, a single MSWord criteria document for review and editing. | |
| Task 3: Development of Design-Build Criteria document for new Community Resource Center and associated sitework. Coordination with cost consultant on establishing baseline construction cost figures.<br><br>Once the District has provided feedback, the final is due within 5 working days therefrom unless an alternative schedule is approved in advance at time of receipt of feedback. | 90% Draft criteria due: 30 days from final signature hereto. |
| Task 4: Discussion/confirmation of project scope via online meeting(s) | Ongoing |

| Cost/Payment Schedule | |
|---|---|
| **Task** | **Authorized Cost** |
| Task 3: Cost plus reimbursement of cost consultant not-to-exceed | $10,700 |
| Task 4: Not-to-Exceed | $3,400 |
| Owner Controlled Contingency in case of additional interviews, or additional scope needed that is currently unforeseen to complete this effort. Must be authorized in writing in advance. | $5,000 |

*TOTAL AUTHORIZED COST* ***$19,100***

| Request Details |
|---|
| See above. It is understood that exact time and scope may change and the not-to-exceed fees above may require written modification as a signed revision to this Work Authorization. |

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2305-01 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: 10.18.23

Print Name: KURT C. HUNKER. /Title: CHIEF DESIGN OFFICER

**District:**
Authorized to Proceed by: ______________________ (signature)

Date: ____________

Print Name: ______________________ /Title: ______________________

# Work Authorization (WA) Form

| | | | |
|---|---|---|---|
| **Firm** | **EHM Architecture, Inc.** | **WA#** | **001** |
| **Attn:** | Randal Jay Ehm | **Contract #** | 2309-01 |
| **Requestor** | Dr. Jose Iniguez | **Date Requested** | September 26, 2023 |
| **Due By** | TBD | **Deliverables (Y/N)** | N |

## TASKS/DELIVERABLES

| **Tasks Required/Deliverables** | **Due Dates** |
|---|---|
| Task 1: Scoping and conversations related to work not yet funded for a project. To be used only if the work discussed is no longer needed or does not require further support from Ehm Architecture, Inc.<br><br>Anticipated that work will be solely via electronic means. | **Start:** As Needed<br><br>**Deliverables Due:** TBD |

## Cost/Payment Schedule

| **Task** | **Authorized Cost** |
|---|---|
| Task 1: NTE | $10,000 |

*TOTAL MAXIMUM AUTHORIZED COST* ***$10,000***

## Request Details

None

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-01 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: 11-22-23

Print Name: Randal Jay Ehm AIA, CDS, NCARB /Title: President / CEO

**District:**
Authorized to Proceed by: ______________________ (signature)

Date: ______________

Print Name: Marilyn Adrianzen /Title: Chief Business Official

Board approved/ratified: 12-12-23

# Work Authorization (WA) Form

| | | | |
|---|---|---|---|
| **Firm** | Ehm Architecture, Inc | **WA#** | **002** |
| **Attn:** | Randal Ehm | **Contract #** | 2309-01 |
| **Requestor** | Dr. Jose Iniguez | **Date Requested** | October 4, 2023 |
| **Due By** | | **Deliverables (Y/N)** | Y |

## TASKS/DELIVERABLES

| **Tasks Required/Deliverables** | **Due Dates** |
|---|---|
| Full service architectural services to take the relocation of a drinking fountain through DSA and construction/closeout.<br><br>Project shall include work needed to remove the old drinking fountain and cap both ends of old location, including wall repair and paint touchup and full, compliant installation of a new ADA compliant drinking fountain with bottle filler at the revised location. | Package to be submitted to DSA no later than 30 calendar days from final signature hereto. |
| Note: The original location proved to be more expensive to repair than to process a relocation through DSA.<br><br>DSA (Nathan Larson) has agreed to allow the architect to move with a simplified submission using sheets from the open playground project at Smythe.<br><br>The value of this Work Authorization reflects the maximum cost if DSA adjusts their position mid-submission and requires a full, standard package. Architect will charge only for the level of submission package required by DSA. | **Deliverables:** All plans, specifications, bid support documents and DSA required paperwork by the end of the project. |

## Cost/Payment Schedule

| **Task** | **Authorized Cost** |
|---|---|
| DSA Fees Reimbursable<br>Not-to-Exceed Architecture Services | $550<br>$15,470 |

*TOTAL MAXIMUM AUTHORIZED COST* ***$16,020***

| **Request Details** |
|---|
| As per scope of work Basic and Optional services attached and incorporated herewith. |

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement #2309-01 for Small Projects 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: 11/21/2023

Print Name: Randal Jay Ehm AIA, CDS, NCARB /Title: President / CEO

**District:**
Authorized to Proceed by: ______________________ (signature)

Date: ____________

Print Name: ______________________/Title: ______________________

Budget # ______________________________

**SCOPE OF WORK – BASIC SERVICES**
Provide Architectural Services as required for placement of a accessible drinking fountain with bottle filler at Smythe Elementary School for San Ysidro School District, including Mechanical Engineering for plumbing design. Services will include Field Measurement and Record Drawing Verification of the area to receive the new fountain, Construction Documents (90% submittal) and DSA Barrier Removal approval processing. Bidding & Negotiation Phase Services and Construction Administration Phase Support Services will be provided on an as-needed, Time-and-Materials basis, upon SYSD's written request, as described below.

Deliverables include the following:

- **Drawings:** Title Sheet, General Notes, Partial Site Plan, Enlarged Area Demolition Plan, Enlarged Area New Work Plan, Architectural Details and Record Drawings.
- **Specifications:** Minimum construction specifications will be provided on drawing sheets.

Civil Engineering, Structural Engineering, Electrical Engineering and Landscape Architecture are not included, as no need for these disciplines is anticipated.

| | | |
|---|---|---|
| **FEE PROPOSAL – BASIC SERVICES** | | |
| Predesign Phase – Code and Product Research (PA – 10 hrs. @ $250/hr.) | $ | 2,500 |
| Field Verification and As-Built Site Plan (PA – 3 hrs. @ $250/hr.; CDII – 4 hrs. @ $180/hr.) | | 1,470 |
| Construction Documents Phase (PA – 6 hrs. @ $250/hr.; PM – 8 hrs. @ $180/hr.; CDII – 16 hrs. @ $180/hr.; SW – 4 hrs. @ $180 – 2 hrs. @ $95/hr.) | | 6.730 |
| DSA Processing and Closeout (PA – 3 hrs. @ $250/hr.; PM – 2 hrs. @ $180/hr.) | | 1,110 |
| **Total Basic Services Fee** | **$** | **11,810** |
| | | |
| **PAYMENT SCHEDULE – Basic Services** | | |
| Payment (due upon submittal of DD Package to SDCOE/SPUSD) | $ | 3,970 |
| Payment (due upon submittal of CD Package to DSA) | | 6,730 |
| Payment (due upon DSA sign-off) | | 1,100 |
| **Total of Payments** | **$** | **11,810** |
| | | |
| **FEE PROPOSAL – OPTIONAL SERVICES (As-Needed – Time and Materials NTE)*** | | |
| Bidding & Negotiation Phase (PA – 2 hrs. @ $250/hr.; PM – 4 hrs. @ $180/hr.) | $ | 1,220 |
| Construction Administration Phase (PA – 4 hrs. @ $250/hr.; PM – 8 hrs. @ $180/hr.) | | 2,440 |
| **Total Optional Services Fee** | **$** | **3,660** |
| | | |
| **PAYMENT SCHEDULE – Optional Services** | | |
| Payment (billed hourly as incurred)* | $ | 1,220 |
| Payment (billed hourly as incurred)* | | 2,440 |
| **Total of Payments** * | **$** | **3,660** |

# Work Authorization (WA) Form

| | | | |
|---|---|---|---|
| Firm | **SWS Engineering, Inc.** | WA# | **01** |
| Attn: | Michael Schweitzer | Contract # | 2309-11 |
| Requestor | Dr. Jose Iniguez | Date Requested | October 26, 2023 |
| Due By | November 10, 2023 | Deliverables (Y/N) | Y |

**TASKS/DELIVERABLES**

| **Tasks Required/Deliverables** | **Due Dates** |
|---|---|
| Task 1: PRELIMINARY SITE ASSESSMENT SURVEY – Consultant shall research maps of record for monumentation available for the subject and surrounding properties. This includes initial site survey for existing survey monumentation for subject property and surrounding properties. This includes site visits, meetings with SYSD staff and consultants. This task can commence within 1 week of NTP and a 10-12 week duration is anticipated. | **Start:** Within 1 week of NTP (anticipated 11/10/2023) **Deliverables Due:** Within 12 weeks after start date |
| Task 2: TITLE REPORT – Consultant shall obtain a title report from a Title company for the subject property. Includes review of title report and associated documents. A preliminary title report will be ordered upon receiving the NTP and should be available within a few weeks | **Start:** Within 1 week of NTP (anticipated 11/10/2023) **Deliverables Due:** Within 4 weeks of NTP |
| Task 3: RECORD OF SURVEY (if required) – Consultant shall prepare a boundary survey over the subject property locating monuments according to the principles and practices of the land surveying profession. Consultant shall prepare a procedure of survey showing the property boundary and add this information to the project base map. Consultant shall set survey monuments at the properties missing property corners, prepare and file a record of survey for submittal to the County of San Diego for review. Consultant shall process survey through recordation. This includes an $800.00 fee for recordation. Once the record of survey is submitted, SDA has no control over the agency processing times and durations. SDA will respond to agency comments in a timely manner to a point of technical approval. Notwithstanding significant title issues the record of survey can tentatively plan to be submitted 6-8 weeks after completion of task 1. This task includes one set of stakes for viewing of property lines. | **Start:** At the completion of Task 1 **Deliverables Due:** Within 8 weeks of the completion of Task 1 |

| Cost/Payment Schedule | |
|---|---|
| **Task** | **Authorized Cost** |
| Task 1: PRELIMINARY SITE ASSESSMENT SURVEY<br>Task 2: TITLE REPORT<br>Task 3: RECORD OF SURVEY (if required) | $6,870.00<br>$1,600.00<br>$15,500.00 |

***TOTAL MAXIMUM AUTHORIZED COST*** ***$23,970.00***

| Request Details |
|---|
| As per proposal dated October 17th, 2023 attached and incorporated herewith. |

By signing below, Parties have verified that there is sufficient capacity remaining in the Master Agreement # 2309-11 for Civil Engineer 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: 10/30/23

Print Name: Michael D. Schwertzer /Title: CEO

**District:**
Authorized to Proceed by: ____________________ (signature)

Date: ____________

**Print Name:** Gina A. Potter, Ed.D. /**Title:** Superintendent

Board approved/ratified:

**Exhibit A – Fee and Scope Proposal**
**23-376**
**Smythe Elementary School**
**Property Survey Scope**

**Prepared for:**
**San Ysidro School District**
4350 Otay Mesa Road
San Ysidro, CA 92173
*October 17, 2023*

**TASKS:**

1. PRELIMINARY SITE ASSESSMENT SURVEY – Consultant shall research maps of record for monumentation available for the subject and surrounding properties. This includes initial site survey for existing survey monumentation for subject property and surrounding properties. This includes site visits, meetings with SYSD staff and consultants. This task can commence within 1 week of NTP and a 10-12 week duration is anticipated.

2. TITLE REPORT – Consultant_shall obtain a title report from a Title company for the subject property. Includes review of title report and associated documents. A preliminary title report will be ordered upon receiving the NTP and should be available within a few weeks.

3. RECORD OF SURVEY (if required) – Consultant shall prepare a boundary survey over the subject property locating monuments according to the principles and practices of the land surveying profession. Consultant shall prepare a procedure of survey showing the property boundary and add this information to the project base map. Consultant shall set survey monuments at the properties missing property corners, prepare and file a record of survey for submittal to the County of San Diego for review. Consultant shall process survey through recordation. This includes an $800.00 fee for recordation. Once the record of survey is submitted, SDA has no control over the agency processing times and durations. SDA will respond to agency comments in a timely manner to a point of technical approval. Notwithstanding significant title issues the record of survey can tentatively plan to be submitted 6-8 weeks after completion of task 1. This task includes one set of stakes for viewing of property lines.

**FEE:**

1. $6,870.00 FIXED FEE
2. $1,600.00 FIXED FEE
3. $15,500.00 FIXED FEE

**TOTAL: $23,970.00 FIXED FEE**

**NOTES AND EXCLUSIONS:**

1. The pricing quotation provided herein is valid for a period of thirty (30) days from the date of this quotation.
2. Excludes environmental studies or environmental impact reports.
3. Excludes Landscape and Irrigation Plan, Grant Deeds, Title Fees, and Geotechnical, Biological, Archaeological, Traffic and Noise Studies and Consultant Fees.
4. Excludes all agency fees and annexation processing fees and off-site letters of permission and retaining wall plans.
5. Excludes Construction Staking.

# SAN YSIDRO SCHOOL DISTRICT
# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

**AGENDA ITEM:** APPROVAL AND RATIFICATION OF CONSTRUCTION CONTRACTS AUTHORIZED/AWARDED PURSUANT TO THE CUPCCAA PROCESS

## BACKGROUND INFORMATION:

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. As the Board is aware, the District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for its procurement and award of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under $60k requiring only informal solicitation/quote process, contracts from $60K to $200K to be awarded via an informal competitive bid process, and contracts in excess of $200K to awarded via a formal competitive bid process.

In addition to the adopted CUPCCAA process, the Superintendent also currently has delegated authority to execute construction contracts under $15K. In accordance with CUPCCAA and this delegated authority, this Agenda Item will approve and/or ratify the following construction contracts:

*I. Contracts for Ratification*: None

*II. Contracts for Approval:*

1. Contract with **Polar Electrical Company** for a task-based, not-to-exceed value of $60,000.00, from General Maintenance funds for the repairs of various electrical needs at sites throughout the district to be awarded based on quotes informally solicited pursuant to CUPCAA (Under $60K). This contract provides that only the Superintendent, the Chief Business Officer, or the Assistant Superintendent of Admin. Leadership, School Support & Safety can authorize work.

## RECOMMENDATION:

Approval and ratification of the construction contracts set forth above for the total amount of $60,000.00.

## LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?
☒ Yes ☐ No

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

Requisition #

$60,000.00
(Amount)

Bond and/other funding sources
(Name of funding source and/or location)

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

**CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES NOT-TO-EXCEED $60,000 AWARDED PURSUANT TO CUPCCAA**

**THIS CONTRACT** is made and entered into as of the last date of signature hereto ("**Contract**"), by and between **Polar Electrical Company** ("**Contractor**") and **San Ysidro School District** ("District"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. **Contract Price & Services.**

**Project:**

**Provide licensed electrical work including installation of new items, tracing the cause and repairing/replacing electrical system or components as needed District-wide on a task-by-task basis for a 1-year term based on Contractor's provided standard hourly rates attached as exhibit A and incorporated herewith by reference, effective for the entirety of the term.**

The maximum value of all work under this contract shall not exceed $60k and its term shall not exceed 1 year.

The tasks associated with this Project will be executed using the following procedure:

1. District will initiate a request for scope, price and schedule for a specific task.
2. Contractor will propose a task-specific scoping fee based on its approved standard hourly rates to investigate the cause/condition of the task.
3. Once the scoping fee is approved the scope, schedule and detailed time and material cost will be identified and Contractor will provide a task proposal including a detailed not-to-exceed time and material basis with duration of work and earliest start date.
4. If the scope and price per task is successfully negotiated, Contractor shall proceed to provide the needed work only if the District has provided written authorization and approval of the scope, price and date for completion of that task, incorporating the scoping cost into a single final task order. PO will be issued for each separate district approved task. Aggregate of all approved tasks inclusive of any change orders shall not exceed $60,000.
5. If the task does not proceed, the fee approved in advance for scoping will be paid approximately net-30 from date of invoicing or submission of the detailed task proposal whichever is later. No retention applies to scoping costs if the Task does not move ahead.

No subcontractors are listed for this project. Subcontractors needed in excess of ½ of 1% of the maximum value of the value of this contract shall only be added following the listing law requirements with advance approval at time of pricing.

Tasks are only approved to proceed when contractor receives an email from a **District Authorized Representative** approving an individual Task Order and its corresponding price and schedule. Any work done by Contractor without specific written authorization from one of these representatives is at Contractor's sole risk. The representatives authorized are:

- **Dr. Gina Potter, Superintendent**
- **Ms. Marilyn Adrianzen, Chief Business Officer**
- **Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety**

If the work cannot be satisfactorily negotiated into an approved Task Order the District reserves the right to award the work to another Contractor and/or put the work out for project-specific bid in accordance with applicable law.

The cost of the payment and performance bonds for the full anticipated contract value must be included in the Contractor's first invoice and will be paid in full at the time of first payment to the Contractor for scoping or a completed task.

All work is within the San Ysidro area of San Diego County and any approved task shall be authorized under the terms and conditions of the form of contract.

a. After the District has issued a Notice to Proceed for a particular task, the Contractor shall furnish to the District the repairs, maintenance or construction services identified in the approved task ("**Services**" or "**Work**") subject to the conditions below and for the price indicated in the approved task order ("**Contract Price**"):

**NOT-TO-EXCEED CONTRACT (In Dollars$):**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 6 | 0 | , | 0 | 0 | 0 | . | 0 | 0 |

Dollars Cents

b. **Allowances**: If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the District. Allowance items shall only be used by Contractor with the District's prior written permission. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.

c. **Retention**: A retention of 5% of the value of each Task approved for work shall be retained until the expiration of this contract. Contractor may invoice for release of retention within 15 days of expiration or District cancellation of this Contract or once the Contract maximum value has been met as long as all authorized work is complete and accepted in full.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract ("**Terms and Conditions**") attached hereto.

3. **Site and Work Time/Noise.** Contractor shall perform the Work at any District owned site ("**Premises**" or "**Site**"). The "**Project**" is the totality of approved tasks for the duration of this Contract. Construction work is limited to exclude weekdays between the hours of 6 p.m. and 8 a.m., and before 9 a.m. or after 5 p.m. on Saturday, and no work is allowed on Sundays or holidays. Exceptions shall only be granted by written permission from the District Representative at least 48 hours in advance.

4. **Site Access and Security**. In addition to any requirements herein, Contractors' representatives driving motor vehicles on school grounds must use extreme caution during the times when school is in session or when children are on the playground. Drivers entering school premises when school is not in session will lock any gate or door to which they have access both when entering and/or leaving grounds. Any unusual Condition noted by drivers such as gates or doors found unlocked

and/or opened, evidence of vandalism, etc., must be reported to the District Representative immediately.

5. **Contract Time & Liquidated Damages.** Work shall be completed on a task-by-task basis. Contractor shall make all reasonable effort to hold to the days for completion and start date identified in the Task. Contractor shall remain in contact if any changes to the days and start/completion dates per task are at risk. District reserves the right to invoke liquidated damages or to cancel any specific Task or this entire Contract for convenience or cause.

6. **Bonds & Insurance.**

   a. **Payment Bond & Performance Bond:**
   ☐ **IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW $25K**

   ☒ **IS REQUIRED:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

   b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

| | |
|---|---|
| **Commercial General Liability,** with Products and Completed Operations Coverage | $1,000,000 each occurrence<br>$2,000,000 aggregate |
| **Automobile Liability, Any Auto,** Combined Single Limit | $1,000,000 each occurrence<br>$2,000,000 aggregate |
| **Workers Compensation** | Statutory limits pursuant to State law |
| **Employers' Liability** | $1,000,000 each incident, disease<br>$2,000,000 policy limit |
| **Sexual Abuse / Molestation** | $1,000,000 each incident<br>$2,000,000 policy limit |
| **Builder's Risk (Course of Construction)** | Issued for the value and scope of work. |

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

7. **Project Oversight.** The District representative for the Project is Dr. Jose Iniguez.
Mobile: (310) 430-4681 unless otherwise directed in the Task approval.

8. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in **Exhibit B**.
9. ☐ **This box will be checked if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief ("**ESSER**") programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements, as outlined in Federal Procurement 2CFR 200.320 Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions attached hereto as **Exhibit C**.

10. **<u>Terms & Conditions.</u>** The Contractor agrees to comply with the Terms and Conditions attached hereto.

11. **<u>Contract Documents.</u>** The Contract Documents include only the following documents, as indicated:

| | |
|---|---|
| ____ Proposal Form | _X__Performance Bond |
| ____ Notice to Proceed | _X__Payment Bond |
| _X__ Terms and Conditions to Contract | _X__**Exhibit A** (Rates) |
| ____ Noncollusion Declaration | ____Plans |
| _X__ Certifications to be Completed by Contractor | ____Work Specifications |
| _X__ Criminal Background Investigation Certification | _X__Specific Task Authorizations by Authorized Representative [Other] |
| _X__Insurance Certificates and Endorsements | _X__**Exhibit B** (Infectious Disease Provisions) |
| | ____**Exhibit C** (Federal Procurement Provisions) |

12. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

**<u>District:</u>**
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173-1685
Attn: Dr. Jose Iniguez, Asst. Superintendent of Admin. Leadership, School Support & Safety

**<u>Contractor:</u>**
Polar Electrical Company
35834 Blue Breton Drive,
Fallbrook, CA 92069
Attn: William Han, Project Manager

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

**ACCEPTED AND AGREED** on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

| | |
|---|---|
| Dated: ______________________, 2023 | Dated: December 1, 2023 |
| **San Ysidro Unified School District** | **Polar Electrical Company** |
| Signature: ___________________________ | Signature: ___________________________ |
| Print Name: Marilyn Adrianzen | Print Name: William Han |
| Print Title: Chief Business Official | Print Title: Project Manager |
| License#948132 | DIR Registration #1000635609 |

Board approved: 12-12-23

**Information regarding Contractor:**

| Type of Business Entity: | **Employer Identification Number or Social Security Number:** |
|---|---|
| ____ Individual<br>__X__ Sole Proprietorship<br>____ Partnership<br>____ Limited Partnership<br>____ Corporation<br>____ Limited Liability Company<br>____ Other:<br>__________________ | 47-3908443<br>*NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.* |

**Contractor representative for onsite work:**

| **Name:** | **Title:** | **Mobile:** |
|---|---|---|
| William Han | Project Manager | 760-519-7198 |

**Email:**

polarelectricusa@gmail.com

## TERMS AND CONDITIONS TO CONTRACT

**1. NOTICE TO PROCEED:** District shall provide a Notice to Proceed in the form of a Task Order by an Authorized Representative to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

**2. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

**3. CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST:** Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.

**4. EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

**5. SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

**6. TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

**7. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

**8. CHANGE IN SCOPE OF WORK:**

8.1. <u>No Change Without Authorization</u>: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. <u>District Right to Request Changes</u>: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. <u>Proposed Change Order</u>:

8.3.1. **Submission / Time to Submit**: Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. **Content of Proposed Change Order**: Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. <u>Labor</u>: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. Material: Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. Mark-Up for Overhead and Profit: Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

8.3.2.4.1. **Subcontractor-Performed Work**: Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit**.

8.3.2.4.2. **Contractor-Performed Work**: Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

8.3.3. **Contract Time**: Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

8.4. Determination of Change Order Cost: The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research. Change orders shall not be issued in manner that creates total contract amount to exceed $60,000

8.5. Contractor Obligation to Substantiate: Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

8.6. Waiver: If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

**9. TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**10. EXCAVATIONS OVER FOUR FEET**: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

13. **DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY**: No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

14. **FINGERPRINTING**: Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

15. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

16. **FAILURE TO PERFORM**. If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

17. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

18. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

19. **PERSONNEL:** Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

20. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

21. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

23. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

**24. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

**25. OCCUPANCY:** There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall that occupancy extend the date specified for completion of the Work.

**26. FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

**27. INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**28. PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

**29. PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

**30. INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

**31. ANTIDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, gender, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**32. DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school Districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school District, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

**33. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**34. CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

**35. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**36. DISPUTES/CLAIMS**: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term "**Claim**" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. <u>District Review of Claim</u>. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. <u>Meet and Confer Meeting</u>. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. <u>Mediation</u>. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

**37. LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than $1,000, and the Work is a “public works” under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

**38. PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

**39. AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor’s normal business hours, unless Contractor otherwise consents.

**40. ANTI-TRUST CLAIM**: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

**41. GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District’s administration office is located.

**42. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

**43. BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

**44. DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

**45. INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

**46. ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties’ mutual consent.

## CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

**THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:**

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☒ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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☒ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.

(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

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☒ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

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☒ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("**New Hazardous Material**"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

(i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

(ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

**The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law**

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

(1) The Contractor's work may disturb lead-containing building materials.

(2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

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☒ **Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) <u>**Overview of California Law**</u>

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("**DHS**") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("**OSHA**") and the California Division of Occupational Safety and Health ("**Cal/OSHA**") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;
b. Removal or encapsulation of materials containing lead;
c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
d. Installation of products containing lead;
e. Lead contamination/emergency cleanup;
f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

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☒ **Imported Materials.** All soils, aggregate, or related materials ("**Fill**") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("**CEQA**"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

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**Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

**N/A This project has substantive roofing components:**

I, ______________________________________ [**Your Name**], ________________________________________ [**Firm Name**] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, ______________________________________ [**Your Name**], ________________________________________ [**Firm Name**] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, ______________________________________ [**Your Name**], ________________________________________ [**Firm Name**] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("**Firm**"): ________________________________________________

Mailing address: ________________________________________________
Address of branch office used for this Project: ______________________________
If subsidiary, name and address of parent company: __________________________

**For Projects without substantive roofing components, check the following box and execute this certification:**

☒ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars ($21,000) or less.

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☒ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "**State Order**").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

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☒ **Iran Sanctions Certification**

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**I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.**

Date: December 1, 2023

Proper Name of Contractor: Polar Electrical Company

Signature: ______________________

Print Name: William Han

Title: Project Manager

# CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken ***at least one*** of the following actions (check all that apply):

☐ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

**Name:** William Han **Title:** Project Manager

☒ **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: December 1, 2023

Proper Name of Contractor: Polar Electrical Company

Signature: ______________________

Print Name: William Han

Title: Project Manager

# PERFORMANCE BOND

## PERFORMANCE BOND (100% of Contract Price)
**(Note: Contractors must use this form, NOT a surety company form.)**

**WHEREAS**, the governing board ("Board") of the SAN YSIDRO UNIFIED SCHOOL DISTRICT, ("District") and Polar Electrical Company, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: **Licensed C-10 Electrical Repairs, Maintenance or Construction Services under $60k** ("**Project**" or "**Contract**")

which Contract dated December 12, 2023, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

**NOW, THEREFORE**, the Principal and ______________________________________________________ ("Surety") are held and firmly bound unto the District in the penal sum of:

**$ _________________________________________________________________ DOLLARS,**

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

**Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:**

____________________________________________________

____________________________________________________

**Attention: ____________________________________________**

**Telephone No.: (________) _____________ - _________________________**

**Fax No.: (________) _____________ - ______________________________**

**E-mail Address:__________________________________________________**

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on ________________________, 2023.

| **Principal** | **Surety** |
|---|---|
| ____________________<br>(Name of Principal) | ____________________<br>(Name of Surety) |
| ____________________<br>(Signature of Person with Authority) | ____________________<br>(Signature of Person with Authority) |
| ____________________<br>(Print Name) | ____________________<br>(Print Name) |
| | ____________________<br>(Name of California Agent of Surety) |
| | ____________________<br>(Address of California Agent of Surety) |
| | ____________________<br>(Telephone Number of California Agent of Surety) |

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

# PAYMENT BOND

## PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
**(Note: Contractors must use this form, NOT a surety company form.)**

**WHEREAS**, the governing board ("Board") of the SAN YSIDRO UNIFIED **SCHOOL DISTRICT**, ("District") and Polar Electrical Company, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: **Licensed C-10 Electrical Repairs, Maintenance or Construction Services under $60k** ("**Project**" or "**Contract**") which Contract dated December 11, 2023, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

**NOW, THEREFORE**, the Principal and ______________________________________________________ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

**$ ______________________________________________________________ DOLLARS,**

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

(Signatures on next page.)

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on ________________________, 2023.

| **Principal** | **Surety** |
|---|---|
| (Name of Principal) | (Name of Surety) |
| (Signature of Person with Authority) | (Signature of Person with Authority) |
| (Print Name) | (Print Name) |
| | (Name of California Agent of Surety) |
| | (Address of California Agent of Surety) |
| | (Telephone Number of California Agent of Surety) |

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

# EXHIBIT A
## RATES – Time & Material

POLAR ELECTRICAL CO.

Proposal

Polar Electrical Co 35834 Blue Breton Dr, Fallbrook, CA 92028 (760) 519-7198

C-10 LIC# 948132 DIR# 100635609

| | Description of Work | AMOUNT |
|---|---|---|
| CUSTOMER<br>San Ysidro School District | Journeyman Electrician Hourly Wage | $138.00 |
| | Journeyman Electrician Overtime Wage | $198.00 |
| PROJECT NO<br>C#230901 | Journeyman Electrician Holiday Wage | $198.00 |
| | Apprentice Electrician Hourly Wage | $108.00 |
| DATE<br>11/17/23 | Apprentice Electrician Overtime Wage | $168.00 |
| | Apprentice Electrician Holiday Wage | $168.00 |
| ADDRESS<br>4350 Otay Mesa Rd | Foreman Hourly Wage | $140.00 |
| | Foreman Overtime Wage | $200.00 |
| CITY/STATE/ZIP<br>San Ysidro, CA 92173 | Foreman Holiday Wage | $200.00 |
| PROJECT<br>Electrical Work - 1 Year RFP | | |
| PREPARED BY:<br>*William Han* | | |

Above rates are fully burdened.
No subcontractors are listed and shall not be added without advance and specific approval.

**Markup on material shall be: 4%.**

**END OF EXHIBIT A**

# EXHIBIT B
# INFECTIOUS DISEASE PROVISIONS

1. **Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, TB, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).

2. **Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor's full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.

3. **Infectious Disease & Extra Work.**

   3.1. Contractor agrees that its Bid/Proposal, the Contract Price and the Contract Time are based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

   3.1.1. It occurred after the date of the award of the Project to Contractor;

   3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and

   3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.

   3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.

4. **Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those

risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

**5.** Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

**6.** Any cost to comply with these “Infectious Disease Compliance Provisions” shall be at Contractor’s sole expense and expense, but may be included in the Contract Price.

**7. Vaccination Status.**

7.1. Contractor’s Applicable Workers will not be allowed to enter the District’s school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District’s school site, including, but not limited to the requirements set forth here:

7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all of its employees who will be working in **any** capacity on District school sites have been either:

7.2.1. Fully vaccinated for COVID-19 or

7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.

7.2.2.1. **COVID-19 Testing:** Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:

7.2.2.1.1. Polymerase Chain Reaction (PCR)

7.2.2.1.2. Antigen test

7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.

7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.

7.4. Contractor’s responsibility for COVID-19 compliance and record keeping extends to all of its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

**END OF EXHIBIT B**

# EXHIBIT C
# FEDERAL CONTRACTING PROVISIONS

☒ **RESERVED – NOT APPLICABLE**

END OF EXHIBIT C

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** ACCEPTANCE OF DONATIONS AND GRANTS

**BACKGROUND INFORMATION:**
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students and staff.

**RECOMMENDATION:**
Accept donations and grants valued at $11,932.72 to help support and enrich our educational programs.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2023-2024 Budget? ☐ Yes ☐ No

Requisition #

DONATIONS
$11,932.72
(Amount)

Cash/Checks Only
Donations Account
(Name of funding source and/or location)

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

| BOARD MEETING: 12-12-23 | | Donation / Grant | | |
|---|---|---|---|---|
| From | To | Cash/Check Amount | Estimated Value of items/supplies | Purpose / Description |
| Best Best & Krieger LLP | District | $3,500.00 | N/A | Staff-related events |
| Amazon | SYMS | N/A | $1,721.46 | Incentives for Field Day & for students that passed Math/ELA Benchmarks. |
| Rack Room Shoes | District-wide | N/A | $6,211.26 | Shoes That Fit Grant - Funds for student shoes. |
| North Island Credit Union | La Mirada | $500.00 | N/A | Teacher Grant for Fall 2023 class project. (Ms. Herron) |
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| | | **$4,000.00** | **$7,932.72** | |
| | **TOTAL:** | **$11,932.72** | | |

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

**AGENDA ITEM:** DISPOSAL OF OBSOLETE/OUTDATED INSTRUCTIONAL MATERIALS

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**BACKGROUND INFORMATION:**
Pursuant to California Education Code 60530, and Board Policy/Administrative Regulation No. 3270, the district may dispose of unusable surplus or undistributed obsolete instructional materials by means of sale, donation and/or destruction (recycle).

Due to the recent adoptions of TK-8$^{th}$ grade Science materials, 7$^{th}$ & 8$^{th}$ History Social Science, and the purchase of the updated version of ELA from Benchmark Education, there is a need to dispose of all the materials listed below.

- 2008 California Science, Macmillan/McGraw-Hill (K-5)
- 2008 California Focus on Earth Science, Prentice Hall (6)
- 2008 California Focus, Prentice Hall (7-8)
- 2006 Holt, Rinehart and Winston with Oxford University Press
- 2018 Benchmark ELA Advance/Adelante (K-6)

All these materials are considered obsolete, damaged and/or outdated and are recommended for disposal via recycling/destruction.

The District also seeks authorization to post for any individuals, agencies, and organizations that may be interested in submitting a bid to purchase these materials. Any materials that are not sold will be donated and/or recycled.

**RECOMMENDATION:**
Approve the disposal of outdated/obsolete instructional materials from all our school libraries by means of sale, recycling and/or destruction in compliance with Education Code 60530.

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**LCAP GOAL AND ACTION/SERVICE:**
Goal 2: Safety, Climate and Student Engagement

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

TBD
(Amount)

General Fund
(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

***GOVERNING BOARD AGENDA***

**TO:** Governing Board **BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Educational Services
Russell Little, Assistant Superintendent

☐ Informational
☒ Action

**AGENDA ITEM:** AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2023-2024 ASES PROGRAM

**BACKGROUND INFORMATION:**

The Memorandum of Agreement (MOA) between the YMCA of San Diego County and the San Ysidro School District to implement the After School Education & Safety (ASES) Program was approved by the Governing Board on June 8, 2023. This MOA needs to be amended for YMCA to provide additional intersession services for students at Ocean View Hills, San Ysidro Middle and Willow Elementary through funding from the Emergency and Secondary School Emergency Relief (ESSER) III Summer Grant Program.

SYSD and YMCA agreed to use ESSER III Summer Grant Program funding to operate additional intersession services through June 30, 2024.

The following sections have been modified and the rest of the agreement will remain in full force and effect:

- 1.1 General Conditions
- 11 Compensation/Costs and Payment Schedule

**RECOMMENDATION:**

Approve the amendment to the Memorandum of Agreement with YMCA of San Diego County to provide additional intersession services at Ocean View Hills, San Ysidro Middle and Willow Elementary during fiscal year 2023-24 at the cost of $1,240,543.54 from the After School Education and Safety (ASES) Grant and the ESSER III Summer Grant Program.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Goal 4: Social Emotional Well-Being and Mental Health and Goal 3: Student Engagement and School Climate, Action 3.10: Employ Director of Educational Services to support, ASES/21st century programs, ELO-P and Pathways Enrichment Program and leverage community partnerships to increase student academic achievement and social emotional wellbeing for all students including unduplicated students.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$1,240,543.54
(Amount)

ASES & ESSER III Grants
(Name of funding source and/or location)

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

AMENDMENT TO AGREEMENT BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
YMCA OF SAN DIEGO COUNTY

This Amendment to Agreement is entered into by and between the San Ysidro School District (SYSD) and the YMCA of San Diego County (YMCA).

RECITALS

WHEREAS, on June 8, 2023, the SYSD entered into a Memorandum of Agreement with the YMCA for the term of July 1, 2023, through June 30, 2024, under which the Consultant/Professional agreed to provide After School Education and Safety (ASES) Program at 7 district schools for a total not-to-exceed Agreement amount of $1,002,543.54.

WHEREAS the SYSD and YMCA have mutually agreed to provide additional intersession services for students at Ocean View Hills, San Ysidro Middle, and Willow Elementary through funding from the Emergency and Secondary School Emergency Relief (ESSER) III Summer Grant Program.

WHEREAS the SYSD and YMCA mutually agree to use ESSER III Summer Grant Program funding to operate additional intersession services through June 30, 2024.

NOW, THEREFORE, SYSD and YMCA agree to amend the Agreement as follows:

1. Modify Section 1.1 to amend that the required hours of the supplemental program will operate for no less than four and one-half hours per day or no less than nine hours per day in accordance with additional funding from the Expanded Learning Opportunities Program (ELO-P) or the ESSER III Summer Grant Program.
2. Modify Section 11 to amend that the YMCA shall submit to SYSD invoices which indicate work completed by YMCA for the ASES Program and ESSER III Summer Grant Program and the annual total cost reimbursement to YMCA for ASES and ESSER III Summer Grant Program expenditures shall not exceed $1,240,043.54.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf by their fully authorized representatives. Except as specifically herein amended, the Agreement will remain in full force and effect.

| San Ysidro School District | YMCA of San Diego County |
|---|---|
| ______________________ | ______________________ |
| Authorized Signature | Authorized Signature |
| Marilyn Adrianzen | Todd Tibbits |
| Name | Name |
| Chief Business Official | President & CEO |
| Title | Title |
| ______________________ | ______________________ |
| Date | Date |

Board approved/ratified: 12-12-23

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

**AGENDA ITEM:** AGREEMENT WITH CDW AMPLIFIED FOR EDUCATION

**BACKGROUND INFORMATION:**
The District has previously implemented and currently uses Google Workspace as one of our core learning and communication tools. Google Workspace is made up of various modules including Google Drive, Gmail, Classroom, Meet and Calendar among others.

Google also offers additional levels of services, such as the Workspace for Education Plus subscription (previously Google Enterprise) which has been requested by staff in the past to support learning. The District would like to renew our Google Workspace for Education Plus subscription which provides the below additional tools for staff and student use.

Below are a few of the tools this upgrade includes:

- Increases the amount of Google Meet participants (up to 500)
- Premium engagement features in Google Meet (Q&A, polls, breakout rooms, originality reports)
- Sync class rosters from Synergy SIS to Google Classroom
- Google Classroom interactive Practice Sets
- Priority response form Google support and their team of educational specialists

| CDW Government LLC | |
|---|---|
| Year 1 - Google Workspace for Education Plus | $16,442.20 |
| Year 2 - Google Workspace for Education Plus | $16,442.20 |
| Year 3 - Google Workspace for Education Plus | $16,442.20 |
| **Total 36 Month Cost** | **$49,326.60** |

**RECOMMENDATION:**
Approve the agreement with CDW Amplified for Education for the renewal of the District's Google Workspace Education Plus 3-year license in the amount of $49,326.60. Costs to be paid from the General fund.

## LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?
☒ Yes ☐ No

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

Requisition #

$49,326.60
(Amount)

General Fund
(Name of funding source and/or location)

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

CDW Education
75 Remittance Drive, Suite 1515
Chicago, IL 60675

| Prepared For | Estimate Date | Estimate Number |
|---|---|---|
| San Ysidro School District \|DLP\| 4350 Otay Mesa Road San Diego, CA 92154 | 10/30/2023 | 0030549 |

| Description | Rate | Qty | Line Total |
|---|---|---|---|
| GOO-EDP-0018<br>Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year Annual Pay - Less Than 10k Licenses (Student): Google Workspace for Education Plus<br>Licensed Domains: sysd.k12.ca.us,sysdschools.org.,sysdschools.org<br>License Term: 2023-11-11 - 2024-11-10 | $3.59 | 4580 | $16,442.20 |
| GOO-EDP-0013<br>Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year (Staff): Google Workspace for Education Plus<br>Licensed Domains: sysd.k12.ca.us,sysdschools.org.,sysdschools.org<br>License Term: 2023-11-11 - 2024-11-10 | $0.00 | 1145 | $0.00 |

| | |
|---|---|
| Subtotal | 16,442.20 |
| Tax | 0.00 |
| Estimate Total (USD) | $16,442.20 |

Notes
Expecting a quote from Amplified IT? Amplified IT is now a part of CDW! We're moving all of the Amplified IT's products on to CDW's systems. This means quotes and invoices will come from CDW and Purchase Orders need to be made out to CDW. Unfortunately we will no longer be able to accept Purchase Orders made out to Amplified IT for these products. If you have any questions ask your Account Manager or GCS rep.

Student Enrollment Verification Letters are required for all first time Education Standard and Education Plus orders. These letters confirm the number of students at your institution. This must align with the number of licenses you intend to buy, and must be returned with your PO before we complete your order.

Please note as required by Google you must purchase Google Workspace for Education and Google Voice from the same Reseller. All quotes are subject to Google confirmation of staff or student population size.
Terms
About Us https://www.cdwg.com/content/cdwg/en/about/overview.html
Privacy Policy https://www.cdwg.com/content/cdwg/en/terms-conditions/privacy-notice.html
Terms and Conditions https://www.cdwg.com/content/cdwg/en/terms-conditions.html

Please send purchase orders to cdwg@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

This email was sent by CDW Government LLC. All information and offers are subject to the CDW•G Terms and Conditions, and CDW•G policies.

TERMS AND CONDITIONS

# SALES AND SERVICE PROJECTS

## PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS, UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

## Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

## Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

## Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

## Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. For purposes of this Agreement (a) "Affiliate" means, with respect to Seller, entities that Control, are Controlled by, or are under common Control with Seller; and, with respect to Customer, entities both that Control are Controlled by, or are under common Control with Customer, and (b) "Control" or "Controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

## Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

## Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

## Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

## Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

## Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN

CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

## Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

## Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

## Limitation of Liability

**UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) $50,000.00.**

## Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

## Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

## Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: Return Policy. Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at Customer Relations to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

## Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

## Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at: https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html

## Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.** Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.**

## Personal Data

If and to the extent that Seller will process Personal Data on behalf of Customer in the provision of Services under this Agreement, the Data Processing Agreement provided at https://www.cdw.com/content/cdw/en/terms-conditions/cdw-data-processing-agreement.html shall apply to such processing and is incorporated by reference. As used herein, "Personal Data" means any information that identifies relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services performed for Customer, including without limitation any information that qualifies as "personal information" or "personal data" under data protection laws applicable to Seller.

## Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

## International Services

If and to the extent that any Statement of Work involves the provision of Services remotely by Seller to a Customer location outside of the United States, the following additional terms shall apply with respect to those Services only.

Customer will pay for, and will indemnify, defend and hold Seller and its Affiliates and each of their respective directors, officers, employees and agents harmless from loss (of any kind), cost, damage or expense (including, but not limited to, attorney's fees and expenses) arising out of any Taxes. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. Any taxes, charges, fees, penalties and interests in respect thereof that are the responsibility of Customer hereunder may be invoiced by Seller in the Product or Services invoices or separately. For purposes of this Section, "Taxes" means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to, environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller).

If the Laws or a governmental authority imposes or adopts regulation, or there is a change in the Laws, which requires Seller or any of its Affiliates to register and/or obtain a governmental license, permit, or consent to make the Services available within a jurisdiction, Seller has the right not to make available or terminate the Service to the Customer's Affiliate(s) in such jurisdiction without any liability whatsoever to the Customer or its Affiliates. For purposes of this Agreement, "Laws" means any applicable federal, state, provincial, local, municipal, regional, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.

Customer and Seller are solely obligated to address and resolve all claims, controversies or disputes associated with provision of Services (including any damages or injuries to a party's foreign Affiliates) in the United States as provided in the Arbitration clause above. In the event a party's foreign Affiliate brings suit or makes a claim or demand against the other party or an Affiliate of the other party located outside of the United States, such party will work with its foreign Affiliate to dismiss the suit, claim, or demand, and such party will bring such suit, claim or demand against the other party directly in the United States instead. In addition, such party will reimburse the other party or the other party's Affiliates for any of the costs or expenses that the other party or the other party's Affiliates reasonably incurred while responding to the suit, claim or demand brought by such party's foreign Affiliate.

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Version Date: 03-03-2023

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SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board **BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** AGREEMENT WITH WILKINSON HADLEY KING & CO. LLP FOR AUDITING SERVICES

**BACKGROUND INFORMATION:**
California Ed Code requires that an annual external audit of financial statements be conducted to ensure proper reporting is followed; in addition, compliance is tested.

The District would like to renew the agreement with Wilkinson Hadley King & Co. LLP who will be responsible for the District's complete audit which includes planning, review of internal controls and a financial compliance review. This agreement is for a three-year period 2023-24, 2024-25, and 2025-26.

Cost Implications:

| | |
|---|---|
| Audit 2023-24 | $22,500 |
| Audit 2024-25 | $24,750 |
| Audit 2025-26 | $26,000 |

Hourly rates for additional services may apply as indicated on the proposal.

**RECOMMENDATION:**
Approve the renewal agreement with Wilkinson Hadley King & Co. LLP for auditing services for the next three fiscal years at an estimated cost of $73,250.00 from the General fund.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$73,250.00
(Amount)

General Fund
(Name of funding source and/or location)

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

# CONTRACT FOR ANNUAL AUDIT OF
# K-12 SCHOOL DISTRICTS
# (Three Year Contract)

## SAN YSIDRO SCHOOL DISTRICT

This contract entered into this 13th day of December, 2023 between San Ysidro School District of San Diego County, California, hereinaftercalled the District and Wilkinson Hadley King & Co. LLP hereinafter called theAccountant, witnesses that the parties hereto do mutually agree as follows:

Article 1. EMPLOYMENT OF ACCOUNTANT: The District, pursuant to Chapter 3 (commencing with Section 14500), Part 9, Division 1, Title 1, and Article 2 (commencing with Section 41020), Chapter 1, Part 24, Division 3, Title 2 of the Education Code of the State of California, hereby employs the Accountant to perform the necessary professional services, including but not limited to, those hereinafter set forth in connection with an audit of all funds and of the books and accounts of the District.

Article 2. SCOPE OF AUDIT: The audit shall include all funds of the District including the student body and cafeteria funds and accounts, and any other funds under the control or jurisdiction of the District.

Article 3. AUDIT PERIOD: The audit shall cover the period of the 2023-24 through 2025-26 school years, to wit, the period commencing July 1, 2023, and ending June 30, 2026.

Article 4. VERIFICATION OF PRIOR YEAR'S FUNDS BALANCES: The audit shall include a verification of fund balances at the beginning of the audit period, provided there has been a responsible audit for the year prior to commencement of the audit period, from which such verification can be made; otherwise such verification may be excluded at the discretion of the District.

Article 5. AUDIT PROCEDURES: The audit shall be performed in accordance with general accounting office standards for financial and compliance audits, and shall include, to the extent applicable, the audit procedures recommended by the Education Audit Appeals Panel, as detailed in the most recent publication entitled *Guide for Audits of California K-12 Local Education Agencies and State Reporting* (Audit Guide). The Accountant shall provide the State Controller access to audit working papers to permit the Controller to complete a review upon request pursuant to Education Code Section 14504.

Article 6. FORM AND CONTENTS OF REPORT: The form and contents of theaudit report shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State Controller under Section 41020 of the Education Code.

Article 7. EXTRA WORK AND SERVICES: In the event that circumstances disclosed by the audit indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Accountant shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify the Accountant in writing. No claims of the Accountant for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

Article 8. COMMENCEMENT OF WORK: Work by the Accountant under this contract shall commence July 1, 2023, or as soon thereafter as the District may deem practicable and feasible.

Article 9. COMPLETION AND DELIVERY OF REPORT: The audit report shall be completed and delivered to the District not later than December 15 annually. The Accountant will furnish the school district copies of the audit in sufficient number for distribution to each member of the governing board and for the District's chief administrative officer and shall provide one copy to each of the following: County Superintendent of Schools, State Department of Education, State Controller's office.

Article 10. THE ACCOUNTANT FEES: The District agrees to pay and the Accountant agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee in the sum of, not to exceed amounts notated below. It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of making the audit proves to be less than is now estimated at the time of entering into this contract. The cost estimates, which include a reasonable profit and constitute the basis upon which the maximum fee has been determined.

| | **2023-24** | **2024-25** | **2025-26** |
|---|---|---|---|
| **District Audit** | $22,500 | $24,750 | $26,000 |

Extra work and services duly ordered and approved as herein above provided and duly performed shall be computed and paid for at the rates below.

| Classification | Rate |
|---|---|
| Senior Partner | $ 250 |
| Partner | $ 225 |
| Senior Manager | $ 195 |
| Manager | $ 175 |
| Senior Accountant | $ 140 |
| Staff Accountant | $ 110 |
| Clerical | $ 65 |

Article 11. PAYMENT: Payment of ninety percent of the fee, including extra work and services, shall be made in progress payments as work is completed. The Accountant shall furnish the District on demand an itemized statement of the audit costs, if requested. The final ten percent of the value of work done under this contract shall be made after certification by the State Controller that the audit report conforms to the reporting provisions of the Audit Guide. Provision is hereby made to withhold fifty percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report by the same firm or individual failed to be certified as conforming to reporting requirements of the State Controller's Audit Guide.

Article 12. TERMINATION: The District hereby reserves the right to terminate this contract at any time. In the event of such termination, the Accountant shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Accountant hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Additionally, this contract shall become null andvoid if the audit firm or individual is declared ineligible to perform LEA audits pursuant toEducation Code Section 41020.5.

Article 13. ASSOCIATES: The Accountant shall have the option, with the written consent of the District, to associate with them and at their expense accountants or other qualified persons to render services in connection with the work, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this contract. Some audit work may be performed by non certified partners of the firm.

Article 14. SUCCESSORS AND ASSIGNS: All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors, and assigns.

Except as provided above, the Accountant shall not sublet, assign, or transfer their interest in this contract without the written consent of the District.

Article 15. Workers' Compensation: We are aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and we will comply with such provisions before commencing the performance of the work of the contract.

Article 16. INSTRUCTIONS TO PROCEED: The Accountant is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

| | |
|---|---|
| Wilkinson Hadley King & Co. LLP | San Ysidro School District<br>of San Diego County, California |
| Accountant | |
| By Aubrey W. Mann, CPA | By____________________________________ |
| Aubrey Mann, Partner | Marilyn Adrianzen, CBO |
| Dated: October 19, 2023 | On____________________________________ |
| | Board approved: 12-12-23 |

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board **BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** AWARD RFP NO. 23/24-001 AND APPROVE AGREEMENT WITH SIGNA DIGITAL SOLUTIONS FOR COPIERS AND PRINTERS

**BACKGROUND INFORMATION:**

The contract with our current vendor for copier and printer service, maintenance and supplies has expired. The District contracted with Optimizon, a professional services firm that helps create, execute, and manage ideal contracts for copier and printer fleets, to assist with an online bidding process for these services.

A Request for Proposals (RFP) was advertised per District and State requirements. The RFP invitation packets and access to the Optimizon online bidding tool were emailed to 19 vendors of which 11 provided complete and timely responses. The District's Business Services and IT staff, with the assistance of Optimizon carefully reviewed all proposals and conducted interviews of the top four vendors.

The highest scoring vendor for RFP 23/24-001 Copier/Printer is Signa Digital Solutions with Canon equipment. Signa Digital Solutions offered strong terms and conditions and competitive pricing. Based on the above criteria and the RFP evaluation process, the recommendation is to award RFP 23/24-001 for Copiers/Printers to Signa Digital Solutions.

The total cost of the Fair Market Value (FMV) Lease agreement for the copiers initial order is $76,309.17. The total annual projected service cost for this agreement, including the initial order (Exhibit B) and owned printers, is $96,595.36.

## RECOMMENDATION:

Award RFP No. 23/24-001 and approve the 5-year Professional Services Agreement with Signa Digital Solutions for copiers and printers. The total annual projected cost is $96,595.36 to be paid from the General fund.

### LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Estimated Annual
$96,595.36
(Amount)

General Fund
(Name of funding source and/or location)

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

# PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this **13th** day of **December 2023**, by and between the San Ysidro School District, hereinafter called the "District", and

| | |
|---|---|
| **Signa Digital Solutions** | **(858) 467-7979** |
| Company/Contractor | Telephone Number |
| **8525 Camino Santa Fe, San Diego, CA 92121** | **www.gosigna.com** |
| Address | Website |

Hereinafter referred to as "Contractor."

## 1 SCOPE AND TERMS

### 1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in response to San Ysidro School District 23/24-001 Copier/Printer RFP of which a summary will be attached to the Agreement as *Exhibit "A"* and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. The initial order under this agreement will be as listed in Exhibit "B." As a material inducement to the District entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor 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. Contractor 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. Contractor 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 Contractor'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

The Term of this Agreement will be for 5 years, unless earlier terminated as provided herein. Any lease agreement under this Agreement is 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 Contractor for the specified services as reflected on *Exhibit "A"* during this contract term.

2.2 PAYMENTS
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 45-days of receipt of an acceptable invoice from Contractor.

**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 Contractor, 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 Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

**4 RESPONSIBLIITIES OF CONTRACTOR**

4.1 ORGANIZATION
Contractor shall assign a Company Contact as Account Manager. The Account Manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Contractor agrees to work closely with the District staff in the performance of Services and shall be available to the District staff and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Contractor shall perform all services 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the services. Contractor warrants that all of Contractor's employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Contractor further represents that it, its employees and subcontractors 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 Contractor's employees who are determined by the 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 Contractor'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 Contractor and shall not be re-employed to perform any of the services or to work on the project.

4.4 INDEPENDENT PARTY & ADDITIONAL PERSONNEL
Contractor is not an agent or employee of the District. No employee or agent of Contractor 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. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 – Contractor shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Contractor 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, Contractor shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Contractor 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 Contractor, 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 Contractor 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. **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.

If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

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 Contractor 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 Contractor'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 **Contractor'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 Contractor'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
Contractor/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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 Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
Contractor/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 Contractor'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 Contractor 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. Contractor may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination for Cause. This Agreement may be terminated by District for cause in the event of any of the following: (i) a material breach of this Agreement by Contractor; (ii) misrepresentation by Contractor in connection with the performance of Services; and/or (iii) Contractor's failure to perform Services under this Agreement as directed by District. Termination for cause shall be effective immediately upon the delivery of written notice of termination to Contractor. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(2) Contractor's Termination for Cause. This Agreement may be terminated by the Contractor 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 Contractor 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, Contractor 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 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 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 LEFT BLANK INTENTIONALLY

5.5 SAFETY
Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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
Contractor shall provide adequate staff and resources to facilitate all proposer activity. Should proposer fail to adequately staff a project, the District may, at its sole discretion, retain third party services and back charge proposer for all third-party fees.

5.7 INDEMNIFICATION
Indemnification: 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 acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor'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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS
This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY
If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:**

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Contractor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Contractor shall not be permitted to have any contact with District pupils until such time as Contractor 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)**

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.

| **CONTRACTOR:** | **Signa Digital Solutions** | |
|---|---|---|
| Name: | Shannon Kirby | |
| Title: | President | |
| Address: | 8525 Camino Santa Fe | |
| City/State/Zip Code: | San Diego, CA 92121 | |
| Telephone: | (858) 467-7979 | |
| Email: | skirby@gosigna.com | |

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

| DISTRICT: | San Ysidro School District | |
|---|---|---|
| Name: | Marilyn Adrianzen | Araceli Felix |
| Title: | Chief Business Official | Buyer |
| 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 x3002 |
| Email: | Marilyn.adrianzen@sysdschools.org | araceli.felix@sysdschools.org |

**6 ENTIRE AGREEMENT**

This Agreement represents the entire understanding of District and Contractor 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.

**CONTRACTOR**

Signa Digital Solutions, Inc
Firm Name

[signature]
Signature of Authorized Agent

Shannon Kiley, President
Print Name, Title

12-06-2023
Date:

**DISTRICT**

**San Ysidro School District**
Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 08-01-2020

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Contractor's employees and/or /subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.**

SKK *(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.

SKK *(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).

SKK *(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).

SKK *(Initial)* Contractor certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

SKK *(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.

SKK *(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.

SKK *(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 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 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: Sigma Digital Solutions, Inc

Name/title of authorized representative *(Print)* Shannon Kirk, President

Signature ______________________ Date 12-6-2023

EXHIBIT A

1. **Pricing**

a. Device pricing, options, software, and service pricing are stated in Attachment A.
b. Signa Digital Solutions guarantees all pricing listed in Attachment A will be fixed for a period of 24 months after the contract has been awarded. Fixed pricing includes pricing for hardware (purchase pricing), software, service, and training.
c. For devices that San Ysidro School District may wish to acquire after the price guarantee expires, Signa Digital Solutions agrees to offer San Ysidro School District a discount over retail pricing (as reported by a 3rd party such as Buyer's Laboratory) equivalent to the discount being offered in this RFP.
d. For equipment that is leased under this agreement:
   i. San Ysidro School District will provide Signa Digital Solutions with insurance documentation if required by the Leasing Company when the lease contracts are signed. Signa Digital Solutions agrees to be responsible for ensuring that the insurance documentation is delivered to the Lease Company and taking all necessary actions to correct any insurance billing problems.
   ii. Signa Digital Solutions agrees to include in all leasing options and lease documents non-appropriation and/or funding-out clauses as required by the State Code of California.
   iii. There will be no lease documentation fees.
e. Signa Digital Solutions agrees to be responsible for the return of equipment acquired from Signa Digital Solutions under this agreement to the Leasing Company at the end of the lease term. This shall include all shipping costs, insurance, any other shipping or equipment repair costs, and any processing charges associated with the return of this equipment.
f. For equipment already owned by San Ysidro School District, Signa Digital Solutions agrees to pick up and dispose of used equipment if requested at no additional charge to San Ysidro School District for up to one year after the new equipment is installed. San Ysidro School District will provide Signa Digital Solutions with a list of all equipment to be removed and disposed of. For the current devices that are to be removed, if the District wants to have the Hard Drive erased and certified that the Data on the hard drive is secure, Signa Digital Solutions will give you the instructions to do so for no charge. If the District would like Signa Digital technicians to electronically wipe, clean, and erase the hard drive the charge is $60.00 per device.

2. **Warranties**

a. 30-Day Money-back Guarantee: Signa Digital Solutions offers a 100 percent money-back guarantee for a particular device, regardless of the problem, if notified within 30 days.
b. Signa Digital Solutions guarantees that each device ordered under this agreement will operate within the specifications stated for sixty (60) months or the number of impressions listed below, whichever occurs first, from the date of installation.
   - Copier/MFD – 30 PPM B/W (Canon DX 4925, Canon DX 4935, or current model): 750,000 impressions
   - Copier/MFD – 40 PPM B/W (Canon DX 4945, or current model): 1,200,000 impressions
   - Copier/MFD – 50 PPM B/W (Canon DX 6855, or current model): 2,100,000 impressions
   - Copier/MFD – 70 PPM B/W (Canon DX 6870, or current model): 3,900,000 impressions
   - Copier/MFD – 80 PPM B/W (Canon DX 6880, or current model): 4,800,000 impressions
   - Copier/MFD – 90 PPM B/W (Canon DX 8986, Canon DX 8995i, or current model): 6,000,000 impressions
   - Copier/MFD – Color 35 PPM (Canon DX C3935i, or current model): 900,000 impressions
   - Copier/MFD – Color 45 PPM (Canon DX C5840, or current model): 1,500,00 impressions
   - Copier/MFD – Color 55 PPM (Canon DX C5850, Canon DX C5860i, or current model): 2,100,000 impressions
   - MFP – 35 PPM B/W Laser (Canon 529, Canon MF 1238, HP E42540f, or current models): 420,000 impressions
   - MFP – 35 PPM Color Laser (Canon XMF 1538C, HP C57945dn, or current model): 420,000 impressions
   - Printer – 35 PPM B/W Laser (Canon IC X LBP 1238II, HP LaserJet E40040dn, or current model): 300,000 impressions
   - Printer – 35 PPM Color Laser (Canon IC XLBP 1333C, HP Color LaserJet X55745dn, or current model): 300,000 impressions

c. If any device fails to operate under the specifications stated in section 2.b., Signa Digital Solutions will replace the device on a like-for-like basis with the then-current technology as long as the device is kept on a continuous service agreement with Signa Digital Solutions and only supplies recommended by the equipment manufacturer are used.

3. **Copier/MFD Service Term**

Signa Digital Solutions has given San Ysidro School District the option to purchase service contracts for five (5) years and will bill San Ysidro School District for these service contracts Quarterly in Arrears. The service contract will include print controller support, unlimited supplies of toner, developer, drums, all consumable parts, toner waste containers, staples for the copiers, and all other supply items excluding paper, unless otherwise noted. The service contract shall include all parts and Preventative Maintenance (PM) parts as required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. All parts will be replaced with Original Equipment Manufacturer (OEM) parts according to the manufacturer's estimated yields. All 11 x 17 impressions will be counted as a single click and charged at the same rate as an 8.5 x 11 impression.

4. **Service Responses**

a. Signa Digital Solutions guarantees that the average time it will take a technician to acknowledge San Ysidro School District's service request once a service call has been placed with Signa Digital Solutions, as calculated from the time the service call is placed until a service technician calls the site to provide an estimated time of arrival, will be thirty (30) minutes.

b. Average Response Time (Monday – Friday 8am – 5pm, excluding Holidays):
Signa Digital Solutions guarantees that the average in-person service response time for each device, as calculated from the time the service call is placed by San Ysidro School District to the factory-trained service technician's on-site arrival in a 12-month trailing average, including preventive maintenance calls, will be two hours and 18 minutes (2.3) hours.

c. Maximum Response Time (Monday – Friday 8am – 5pm, excluding Holidays):
Signa Digital Solutions guarantees that the maximum in-person service response time, as calculated from the time the service call is placed by the District to the factory-trained service technician's on-site arrival, including preventive maintenance calls, will be four (4) hours.

d. If Signa Digital Solutions is unable for any reason to respond within the maximum response time as listed in section 4.c., Signa Digital Solutions will compensate San Ysidro School District with a credit equal to 2% of the monthly service contract for that device, per call with a late response time.

e. For the entire life of each copier/MFD device covered under a service contract with Signa Digital Solutions, Signa Digital Solutions will replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule. In addition, if any part fails before reaching the manufacturer's estimated life expectancy, Signa Digital Solutions will replace failed parts as long as the device is covered under a service contract by Signa Digital Solutions.

f. Signa Digital Solutions guarantees that each device will average the number of impressions between service calls (IBCs) listed below. The averages shall include Preventative Maintenance (PM) service calls and be calculated during any immediately preceding 12-month period. These calculations will exclude service calls caused by operator error, and the guarantee will remain in effect while the equipment is continuously under a service agreement with Signa Digital Solutions.

- Copier/MFD – 30 PPM B/W (Canon DX 4925, Canon DX 4935, or current model): 12,500 IBCs
- Copier/MFD – 40 PPM B/W (Canon DX 4945, or current model): 20,000 IBCs
- Copier/MFD – 50 PPM B/W (Canon DX 6855, or current model): 35,000 IBCs
- Copier/MFD – 70 PPM B/W (Canon DX 6870, or current model): 65,000 IBCs
- Copier/MFD – 80 PPM B/W (Canon DX 6980, or current model): 80,000 IBCs
- Copier/MFD – 90 PPM B/W (Canon DX 8986, Canon DX 8995i, or current model): 100,000 IBCs
- Copier/MFD – Color 35 PPM (Canon DX C3935i, or current model): 15,000 IBCs
- Copier/MFD – Color 45 PPM (Canon DX C5840, or current model): 25,000 IBCs
- Copier/MFD – Color 55 PPM (Canon DX C5850, Canon DX C5860i, or current model): 35,000 IBCs
- MFP – 35 PPM B/W Laser (Canon 529, Canon MF 1238, HP E42540f, or current model): 7,000 IBCs
- MFP – 35 PPM Color Laser (Canon XMF 1538C, HP C57945dn, or current model): 7,000 IBCs
- Printer – 35 PPM B/W Laser (Canon IC X LBP 1238II, HP LaserJet E40040dn, or current model): 5,000 IBCs
- Printer – 35 PPM Color Laser (Canon IC XLBP 1333C, HP Color LaserJet X55745dn, or current model): 5,000 IBCs

g. If any device does not meet the average number of impressions between service calls as described above, Signa Digital Solutions will replace the device on a like-for-like basis with the then-current technology.

h. For the copier/MFD devices ordered under this agreement. Signa Digital Solutions agrees to provide only Original Equipment Manufacturer parts and supplies when repairing, servicing, or supplying consumable items for each device. Failure to do so will constitute a breach of contract and require Signa Digital Solutions to fully compensate the District for any real or perceived loss or damage.

i. Signa Digital Solutions will provide a loaner device of equal or superior capabilities to the San Ysidro School District upon request if any device installed by Signa Digital Solutions is unable to perform to the District's specifications for more than eight (8) hours of normal business operation.

j. Customer Support will be available by phone at no additional charge during normal business hours.

k. For issues related to service responses, supplies management, non-reporting devices, etc., Signa Digital Solutions will provide customer support by email. The expected time for San Ysidro School District to receive an email response from Signa Digital Solutions is two (2) hours.

l. All impressions run by any representative of Signa Digital Solutions will be tracked and credited back to San Ysidro School District's account at the end of each service-billing period.

5. **Evaluations of Service Performance**

a. San Ysidro School District and/or its appointed agent reserve the right to monitor and evaluate all aspects of Signa Digital Solutions invoicing and service work that is executed by Signa Digital Solutions for all equipment that is covered under a service contract by Signa Digital Solutions on an ongoing basis. Signa Digital Solutions agrees to provide all requested service contract data, billing and invoicing data, and/or service call history data within ten (10) business days of such a request whether made by telephone or e-mail. In addition, Signa Digital Solutions agrees not to object or hinder in anyway the ongoing evaluation of cost, volume, equipment performance and Signa Digital Solutions 's and or its subcontractor's performance of services provided to San Ysidro School District.

b. In addition, Signa Digital Solutions agrees to pay to San Ysidro School District a $50.00 penalty per consecutive day, beyond ten (10) business days, that Signa Digital Solutions delays delivering service contract data, billing and/or invoicing data, and/or service call history data.

c. For copier/MFD devices, Signa Digital Solutions will provide the pages from the service manual indicating the manufacturer's replacement schedule for preventative maintenance (PM) parts, including parts names that may be included in PM Kits, and manufacture part numbers to San Ysidro School District. (This information will be used by San Ysidro School District to evaluate service work that is being performed by Signa Digital Solutions.)

d. Signa Digital Solutions will deliver monthly reports in an electronic format acceptable to San Ysidro School District and/or its agent. The reports will be formatted in an acceptable manner and include for each device acquired from Signa Digital Solutions:

- make/model
- serial number
- vendor ID number
- location and room number
- monthly meter reading

In addition to the above data, each report will include:

- all service calls performed during the past thirty (30) days
- the date and time the call was placed
- the date and time the technician arrived onsite
- the beginning meter reading of the service call
- the ending meter reading of the service call
- a complete description of the reason for each call
- the remedy provided by Supplier
- a complete list of all parts including the manufacturer's part numbers that were required to complete each service call.

All calls will be recorded and be categorized as one of the following:

- a service call
- return with parts call
- a call back
- operator error call

- courtesy call

These monthly reports shall be provided at no additional expense to San Ysidro School District and/or its agent for the life of the equipment.

6. **Equipment Delivery and Timing**

a. Signa Digital Solutions guarantees that all equipment and/or software will be installed and be fully operational within thirty (30) days of receipt of a purchase order.
b. Signa Digital Solutions agrees to replace any items and/or components that are received with damages within thirty (30) consecutive calendar days after the notification of damage.
c. Signa Digital Solutions agrees to pay, as liquidated damages, the sum of $50.00 per device per consecutive calendar day after thirty (30) days from the date of notification until the replacement of damaged items have been received by the San Ysidro School District.
d. Signa Digital Solutions agrees to install the most current version(s) of firmware into all devices prior to installation.

7. **Equipment Relocation**

If, during the contract period, the need arises to move or relocate equipment that was acquired under this contract within the same building or from one building to another, Signa Digital Solutions agrees to move the equipment at no additional charge to the district.

8. **Training**

a. Signa Digital Solutions agrees to schedule, in advance, the installation and simultaneous basic instruction of the operation of the new equipment.
b. Signa Digital Solutions agrees to schedule, in advance at each location's convenience, In-Service training (2 operators for each device) covering the complete operation of the new equipment as needed.

9. **Invoicing**

a. Signa Digital Solutions agrees to provide invoices in an electronic format acceptable to the District and/or its agent. The invoices will be formatted in an acceptable manner and include make/model, serial number, vendor ID number, location, department, room number, and beginning and ending meter readings. All invoices will be due **forty-five (45)** days from the date of the invoice.
b. If San Ysidro School District disputes any amount included in an invoice, then (a) San Ysidro School District (or its agent) will notify Signa Digital Solutions in writing or by email, (b) such notice shall include a description of the items San Ysidro School District are disputing and the reason such items are being disputed and (c) Signa Digital Solutions shall promptly exercise its best effort to work with San Ysidro School District and/or its agent to resolve such disputes. Pending resolution of disputed amount, San Ysidro School District will pay all undisputed amounts within forty-five (45) days of the invoice date; however, the due date of all disputed charges will be suspended until the dispute is resolved and Signa Digital Solutions submits a corrected invoice for payment. The corrected invoice will be due forty-five (45) days from the date of the correct invoice.

10. **Data Security**

a. For devices that are acquired under this contract, Signa Digital Solutions agrees to provide software that will overwrite the hard drives at no additional charge as long as the District personnel runs the software. If the District would like Signa Digital technicians to electronically wipe, clean, and erase the hard drive the charge is $60.00 per device.
b. Signa Digital Solutions agrees that no hard drive for any reason for any device acquired under this contract will be removed from the district's site at any time by Signa Digital Solutions unless all data contained in the hard drive has been removed utilizing software that will overwrite the hard drive, and that removing a hard drive from the District's site without confirming that the hard drive has been erased will constitute a breach of contract.
c. Signa Digital Solutions understands that documents left in or on any device may contain confidential information that must be protected and agrees that all documents found in or on any device by Signa

Digital Solutions will be handed to authorize the district personnel and that the documents will not be placed in a trash can or recycle bin by any representative of Signa Digital Solutions.

11. **Supplies**

   a. Signa Digital Solutions uses PrintTracker Pro software to collect meters for billing and for monitoring supplies management. There is no additional cost for this software. All data collected by the software tool will remain the property of San Ysidro School District. San Ysidro School District will be provided direct access to the software upon request.
   b. Signa Digital Solutions agrees to ship and/or deliver supplies (including toner and staples) to the district for no additional charge.
   c. Signa Digital Solutions will ship toner automatically based on the usage of each device without San Ysidro School District having to place an order.
   d. If San Ysidro School District places an order for toner, Signa Digital Solutions will deliver toner within two (2) business days. If Signa Digital Solutions is unable to deliver toner within 2 business days, Signa Digital Solutions will compensate San Ysidro School District with a credit of $25 for each late delivery.
   e. Signa Digital Solutions states all Canon toner cartridges are recyclable and can be put in any recycle bin.
   f. Signa Digital Solutions will allow San Ysidro School District to keep a spare set of toner on hand (at each site) for each model type as well as for each high-volume device, at no additional cost.

12. **Extended Service Coverage**

   When any device ordered from this contract is five (5) years old, if the device has not reached the 60-month volume (see 2. b.) and the device is experiencing an average of one (1) or fewer service calls per month, Signa Digital Solutions agrees to offer extended coverage for years 6 and 7 with the same level of service terms outlined in this Exhibit. Service rates are estimated to increase 5% for years 6 and again for year 7.

13. **Cooperative Agreements**

   Signa Digital Solutions agrees that San Ysidro School District will not be required to sign on to any cooperative agreements, governmental or otherwise, or agree to any additional terms and conditions contained within any cooperative agreements.

14. **Additional Desktop printer/MFP Fleet Terms**

   a. Signa Digital Solutions agrees to provide San Ysidro School District with fixed pricing for 60 months for service and supplies for the current printer/MFP fleet. Signa Digital Solutions agrees that the contract cannot be assigned to another Service Company without the written permission of San Ysidro School District or canceled by Signa Digital Solutions except for non-payment of the service contract by San Ysidro School District. Signa Digital Solutions agrees to submit all contract invoices and billing in a timely manner. The contract shall include network interface support, labor, and all consumable parts and supply items excluding paper. The contract shall include all parts required by the equipment manufacturer to keep all equipment operating within manufacturer specifications. The service contract shall also include all travel time, mileage, and labor.
   b. Make/Models: Service and supplies will be provided for all currently installed desktop make/models. Compatible (3rd Party) supplies are not available for the following models: HP Color LaserJet 4700 and HP Laserjet Pro 4001dn. A current list of printers was provided in the RFP Invitation with details regarding the current number of devices and volumes that were available.
   c. On an "As-is" Basis: Signa Digital Solutions agrees that the service pricing for the existing printer fleet will be on an as-is basis, i.e., with no inspection or charges to "bring the equipment up to contract-level specifications" before the contract begins. Any device that will not produce a printed page at the start of the contract will be excluded from this requirement. San Ysidro School District will take into consideration the exclusion of any printer found to be operable, but in extremely poor condition.
   d. Firmware Upgrades (after initial installation): Except for firmware upgrades Signa Digital Solutions will install prior to delivery of a device, Signa Digital Solutions agrees to NOT take the initiative to do any additional firmware upgrades or change configuration settings without San Ysidro School District's permission.

e. Adding Printers/MFPs to the Contract: Signa Digital Solutions agrees that printers/MFPs can be added to the contract at the proposed rates at any time, provided the model of the additional printer is already under contract or a new model is approved by Signa Digital Solutions and connected to the San Ysidro School District's network.

f. Equipment Replacement: Signa Digital Solutions agrees to replace printers that cannot be repaired on a like-for-like basis at no additional cost as long as the contract is in effect and also agree that all replacement devices shall become property of San Ysidro School District and San Ysidro School District must approve the replacement make/model. (This will apply to all desktop printers/MFP devices covered under the contract.)

g. Annual Preventative Maintenance on all desktop printer/MFPs covered under the contract: Signa Digital Solutions will provide annual preventative maintenance, upon request, for printers/MFPs covered under this contract at no additional cost. This would include, but is not limited to, replacement of any needed parts and cleaning. This would be scheduled by the District.

h. Parts Replacement for Newly Installed Devices: For the entire life of each newly installed device covered under a service contract with Signa Digital Solutions, Signa Digital Solutions will replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule. In addition, if any part fails before reaching the manufacturer's estimated life expectancy, Signa Digital Solutions will replace failed parts as long as the device is covered under a service contract by Signa Digital Solutions.

i. Parts Replacement for Existing Devices: For the entire life of each existing device covered under a service contract with Signa Digital Solutions, Signa Digital Solutions will replace all parts and provide "Preventative Maintenance" parts according to the manufacturer's recommended replacement schedule. In addition, if any part fails before reaching the manufacturer's estimated life expectancy, Signa Digital Solutions will replace failed parts as long as the device is covered under a service contract by Signa Digital Solutions.

j. Desktop Printer Relocation by San Ysidro School District: If, during the contract period, the need arises to move networked desktop printer equipment covered under this contract, Signa Digital Solutions will allow San Ysidro School District personnel to move the equipment without affecting the contract coverage. San Ysidro School District will notify Signa Digital Solutions of these moves via email. Signa wants notification of move, and IP address change, either before move or at time of move. Simple email to service@gosigna.com, or visit customer portal and leave a note as to the change and the IP address change.

**Attachment A:** Pricing

**Lease Options:**
60-month $1 Buyout:
- Canon Financial Services - Monthly Lease Rate Factor: 0.02076

60-month FMV:
- Canon Financial Services - Monthly Lease Rate Factor: 0.0192

**60-Month Current Printer/MFP Service and Supplies Pricing**

**Networked Printers/MFPs Usage-Based Billing Option 1:**
- OEM - $0.02970 per B/W impression on B/W devices for OEM parts and supplies
- OEM - $0.03270 per B/W impression on Color devices for OEM parts and supplies
- OEM - $0.07900 per Color impression for OEM parts and supplies
- 3rd Party - $0.02150 per B/W impression for 3rd Party parts and supplies
- 3rd Party - $0.06500 per Color impression for 3rd Party parts and supplies

**Flat Rate Billing for networked and non-networked Printers Option 2:**
Signa is willing to work with the district to adjust printer volume as an aggregate for the entire fleet.
- OEM - $22.00 per color device for OEM parts and supplies
- OEM - $15.00 per mono device for OEM parts and supplies
- 3rd Party - $19.00 per color device for 3rd Party parts and supplies
- 3rd Party - $14.00 per mono device for 3rd Party parts and supplies

These prices will require a quarterly review of usage.
- B/W printers printing more than 1,700 B/W prints per month will be subject to an overage charge of $0.0327 for OEM and $0.0215 for 3rd Party parts and supplies.
- Color printers printing more than 1,500 Color prints per month will be subject to an overage charge of $0.0790 for OEM and $0.065 for 3rd Party parts and supplies.
- Color printers printing more than 1,500 B/W prints per month will be subject to an overage charge of $0.02970 for OEM and $0.0215 for 3rd Party parts and supplies.

**Mixed Flat Rate and Usage-Based Billing Option 3:**
Signa Digital Solutions will allow the District to use a combined Usage-Based and Flat Rate billing structure if requested.
If a mixed option is selected, then Usage-based rates would apply to networked printers and the following flat rates would apply to the non-networked printers:
- OEM - $19.00 per color device for OEM parts and supplies
- OEM - $13.00 per mono device for OEM parts and supplies
- 3rd Party - $14.00 per color device for 3rd Pary parts and supplies
- 3rd Party - $10.50 per mono device for 3rd Pary parts and supplies

| **Make/Model** | **Purchase Price** |
|---|---|
| Canon DX 4925 (25PPM)<br>**Copier/MFD - 30 PPM B/W Segment** | $2,572.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Avery Labels, Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs., Index paper 80lbs., and Envelopes: Required<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 100-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- Cabinet: Included | |
| - PostScript Level 3 Print Driver: inc.<br>- Color Scanning: inc.<br>- Upgrade to Single Pass Duplex Scan: 4063C001AA<br>- Scan in a searchable PDF file format: inc.<br>- Additional 2,450-sheet tray: 5555C002AA<br>- Faxing Unit: Super G3 Fax 4919C001AA<br>- Inner 1-tray finisher with stapling: 400C002BA<br>- External 1-tray Finisher with stapling: 4921C001AA<br>- External 2-tray finisher with stapling and 3-hole punch: 0126C001AA | Inc.<br>Inc.<br>$424.45<br>Inc.<br>$891.00<br>$534.00<br>$723.00<br>$2,276.00<br><br>$3,167.00 |
| Service Cost-Per-Impression Year 1-2 (includes staples):<br>Service Cost-Per-Impression Year 3 (includes staples):<br>Service Cost-Per-Impression Year 4 (includes staples):<br>Service Cost-Per-Impression Year 5 (includes staples): | $0.00830 per B/W impression<br>$0.00860 per B/W impression<br>$0.00890 per B/W impression<br>$0.00910 per B/W impression |
| | |
| Canon DX 4935 (35PPM)<br>**Copier/MFD - 30 PPM B/W Segment** | $3,284.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Avery Labels, Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs., Index paper 80lbs., and Envelopes: Required<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 100-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- Cabinet: Included | |
| - PostScript Level 3 Print Driver: inc.<br>- Color Scanning: inc.<br>- Upgrade to Single Pass Duplex Scan: 4063C001AA<br>- Scan in a searchable PDF file format: inc.<br>- Additional 2,450-sheet tray: 5555C002AA<br>- Faxing Unit: Super G3 Fax 4919C001AA<br>- Inner 1-tray finisher with stapling: 400C002BA<br>- External 1-tray Finisher with stapling: 4921C001AA<br>- External 2-tray finisher with stapling and 3-hole punch: 0126C001AA | Inc.<br>Inc.<br>$425.00<br>Inc.<br>$891.00<br>$534.00<br>$723.00<br>$1,782.00<br><br>$2,276.00 |
| Service Cost-Per-Impression Year 1-2 (includes staples):<br>Service Cost-Per-Impression Year 3 (includes staples):<br>Service Cost-Per-Impression Year 4 (includes staples): | B/W: $0.00730 per B/W impression<br>B/W: $0.00760 per B/W impression<br>B/W: $0.00780 per B/W impression |

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| Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00820 per B/W impression |
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| Canon DX 4945 (45PPM)<br>**Copier/MFD - 40 PPM B/W Segment** | $4,462.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Avery Labels, Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs., Index paper 80lbs., and Envelopes: Required<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 200-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- 2,450-sheet Paper Tray: Required | |
| - PostScript Level 3 Print Driver: inc.<br>- Color Scanning: inc.<br>- Upgrade to Single Pass Duplex Scan: inc.<br>- Scan in a searchable PDF file format: inc.<br>- Faxing Unit: G3-Fax 4919C001AA<br>- External 1-tray Finisher with stapling: 4921C001AA<br>- External 2-tray finisher with stapling and 3-hole punch: BP-0126C001AA | Inc.<br>Inc.<br>Inc.<br>Inc.<br>$534.00<br>$1,782.00<br>$2,277.00 |
| Service Cost-Per-Impression Year 1-2 (includes staples):<br>Service Cost-Per-Impression Year 3 (includes staples):<br>Service Cost-Per-Impression Year 4 (includes staples):<br>Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00730 per B/W impression<br>B/W: $0.00760 per B/W impression<br>B/W: $0.00780 per B/W impression<br>B/W: $0.00820 per B/W impression |
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| Canon DX 6855 (55PPM)<br>**Copier/MFD - 50 PPM B/W Segment** | $4,944.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs., Index paper 80lbs.<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 200-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- 2,450-sheet Paper Tray: Required | |
| - PostScript Level 3 Print Driver: inc.<br>- Color Scanning: inc.<br>- Upgrade to Single Pass Duplex Scan: inc.<br>- Scan in a searchable PDF file format: inc.<br>- Faxing Unit: Super G3 fax 3998C001AA<br>- External 1-tray Finisher with stapling: 5547C002AA<br>- External 2-tray finisher with stapling and 3-hole punch: 0126C001AA | Inc.<br>Inc.<br>Inc.<br>Inc.<br>$530.00<br>$1,777.00<br>$2,221.00 |
| Service Cost-Per-Impression Year 1-2 (includes staples):<br>Service Cost-Per-Impression Year 3 (includes staples):<br>Service Cost-Per-Impression Year 4 (includes staples):<br>Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00650 per B/W impression<br>B/W: $0.00680 per B/W impression<br>B/W: $0.00700 per B/W impression<br>B/W: $0.00730 per B/W impression |

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| Canon DX 6870 (70PPM)<br>**Copier/MFD - 70 PPM B/W Segment** | $7,974.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs., Index paper 80lbs.<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 200-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- 2,450-sheet Paper Tray: Required | |
| - PostScript Level 3 Print Driver: inc.<br>- Color Scanning: inc.<br>- Upgrade to Single Pass Duplex Scan: inc.<br>- Scan in a searchable PDF file format: inc.<br>- Additional 2,450-sheet tray: 0607C002AA<br>- Faxing Unit: Super G3 3998C001AA<br>- External 2-tray finisher with stapling and 3-hole punch: 5547C002AA<br>- External 2-tray finisher with stapling, 3-hole punch, and booklet maker: 0126C001AA | Inc.<br>Inc.<br>Inc.<br>Inc.<br>$1,533.00<br>$530.00<br>$2,277.00<br>$3,778.00 |
| Service Cost-Per-Impression Year 1-2 (includes staples):<br>Service Cost-Per-Impression Year 3 (includes staples):<br>Service Cost-Per-Impression Year 4 (includes staples):<br>Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00650 per B/W impression<br>B/W: $0.00680 per B/W impression<br>B/W: $0.00710 per B/W impression<br>B/W: $0.00740 per B/W impression |
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| Canon DX 6980 (80PPM)<br>**Copier/MFD - 80 PPM B/W Segment** | $9,299.85 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs., Index paper 80lbs.<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 200-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- 3,120-sheet Paper Tray: Required | |
| - PostScript Level 3 Print Driver: inc.<br>- Color Scanning: inc.<br>- Upgrade to Single Pass Duplex Scan: inc.<br>- Scan in a searchable PDF file format: inc.<br>- Additional 3,660-sheet tray: 0162C002AA<br>- Faxing Unit: 0166C007CA<br>- External 2-tray finisher with stapling and 3-hole punch: 3235C001BA<br>- External 2-tray finisher with stapling, 3-hole punch, and booklet maker: 3236C014AA | Inc.<br>Inc.<br>Inc.<br>Inc.<br>$1,533.00<br>$530.00<br>$2,277.00<br>$3,778.00 |
| Service Cost-Per-Impression Year 1-2 (includes staples):<br>Service Cost-Per-Impression Year 3 (includes staples): | B/W: $0.00570 per B/W impression<br>B/W: $0.00590 per B/W impression |

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| Service Cost-Per-Impression Year 4 (includes staples):<br>Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00620 per B/W impression<br>B/W: $0.00650 per B/W impression |
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| Canon DX 8986 (86PPM)<br>**Copier/MFD - 90 PPM B/W Segment** | $10,343.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs.<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 200-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- 3,000-sheet Paper Tray: Required | |
| - PostScript Level 3 Print Driver: inc.<br>- Color Scanning: inc.<br>- Upgrade to Single Pass Duplex Scan: inc.<br>- Scan in a searchable PDF file format: inc.<br>- Additional 3,660-sheet tray: 01162C002AA<br>- External 2-tray finisher with stapling and 3-hole punch: 3235C001BA<br>- External 2-tray finisher with stapling, 3-hole punch, and booklet maker: 3236C014AA | Inc.<br>Inc.<br>Inc.<br>Inc.<br>$1,534.00<br>$2,277.00<br>$3,778.00 |
| Service Cost-Per-Impression Year 1-2 (includes staples):<br>Service Cost-Per-Impression Year 3 (includes staples):<br>Service Cost-Per-Impression Year 4 (includes staples):<br>Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00490 per B/W impression<br>B/W: $0.00505 per B/W impression<br>B/W: $0.00520 per B/W impression<br>B/W: $0.00534 per B/W impression |
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| Canon DX 8995i (95PPM)<br>**Copier/MFD - 90 PPM B/W Segment** | $11,828.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs.<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 200-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- 3,000-sheet Paper Tray: Required | |
| - PostScript Level 3 Print Driver: inc.<br>- Color Scanning: inc.<br>- Upgrade to Single Pass Duplex Scan: inc.<br>- Scan in a searchable PDF file format: inc.<br>- Additional 3,500-sheet tray: 01162C002AA<br>- External 2-tray finisher with stapling and 3-hole punch: 3235C001BA<br>- External 2-tray finisher with stapling, 3-hole punch, and booklet maker: 3236C014AA | Inc.<br>Inc.<br>Inc.<br>Inc.<br>$1,534.00<br>$2,276.00<br>$3,778.00 |
| Service Cost-Per-Impression Year 1-2 (includes staples):<br>Service Cost-Per-Impression Year 3 (includes staples):<br>Service Cost-Per-Impression Year 4 (includes staples):<br>Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00490 per B/W impression<br>B/W: $0.00505 per B/W impression<br>B/W: $0.00520 per B/W impression<br>B/W: $0.00534 per B/W impression |

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| Canon DX C3935i (35\|35PPM)<br>**Copier/MFD – Color 35 PPM Segment** | $4,896.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs., Index Paper 80lbs., Avery Labels standard, and Envelopes.<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 200-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- Color Scanning: Required<br>- PostScript Driver: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard | |
| - Upgrade to Single Pass Duplex Scan: inc.<br>- Scan in a searchable PDF file format: inc.<br>- Additional 2 Paper Drawers which would add 1,100-sheets<br>- Faxing Unit: Super G3 Fax 4919C001AA<br>- Inner Finisher with stapling: 400C002BA<br>- External 1-tray finisher with stapling: 4921C001AA<br>- External 2-tray finisher with stapling and 3-hole punch: 0126C001AA | Inc.<br>Inc.<br>$846.00<br>$534.00<br>$722.00<br>$1,783.00<br><br>$2,276.00 |
| B/W Service Cost-Per-Impression Year 1-2 (includes staples):<br>B/W Service Cost-Per-Impression Year 3 (includes staples):<br>B/W Service Cost-Per-Impression Year 4 (includes staples):<br>B/W Service Cost-Per-Impression Year 5 (includes staples):<br><br>Color Service Cost-Per-Impression Year 1-2 (includes staples):<br>Color Service Cost-Per-Impression Year 3 (includes staples):<br>Color Service Cost-Per-Impression Year 4 (includes staples):<br>Color Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00650 per B/W impression<br>B/W: $0.00680 per B/W impression<br>B/W: $0.00710 per B/W impression<br>B/W: $0.00740 per B/W impression<br><br>Color: $0.05000 per Color impression<br>Color: $0.05500 per Color impression<br>Color: $0.06000 per Color impression<br>Color: $0.06100 per Color impression |
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| Canon DX C5840 (40\|40PPM)<br>**Copier/MFD – Color 45 PPM Segment** | $6,301.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs., Index Paper 80lbs., Avery Labels standard, and Envelopes.<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 200-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- Color Scanning: Required<br>- PostScript Driver: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- 2,450-sheets Paper Tray: Required | |
| - Upgrade to Single Pass Duplex Scan: inc.<br>- Scan in a searchable PDF file format: inc.<br>- Faxing Unit: Super G3 Fax 4919C002AA<br>- Inner Finisher with stapling: 400C002BA<br>- External 1-tray finisher with stapling: 5547C002AA<br>- External 2-tray finisher with stapling and 3-hole punch: | Inc.<br>Inc.<br>$531.00<br>$723.00<br>$1,576.00 |

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| 0126C001AA | $2,307.00 |
| B/W Service Cost-Per-Impression Year 1-2 (includes staples):<br>B/W Service Cost-Per-Impression Year 3 (includes staples):<br>B/W Service Cost-Per-Impression Year 4 (includes staples):<br>B/W Service Cost-Per-Impression Year 5 (includes staples):<br><br>Color Service Cost-Per-Impression Year 1-2 (includes staples):<br>Color Service Cost-Per-Impression Year 3 (includes staples):<br>Color Service Cost-Per-Impression Year 4 (includes staples):<br>Color Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00630 per B/W impression<br>B/W: $0.00660 per B/W impression<br>B/W: $0.00690 per B/W impression<br>B/W: $0.00720 per B/W impression<br><br>Color: $0.05000 per Color impression<br>Color: $0.05500 per Color impression<br>Color: $0.05600 per Color impression<br>Color: $0.05900 per Color impression |
| | |
| Canon DX C5850 (50\|50PPM)<br>**Copier/MFD – Color 55 PPM Segment** | $7,647.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs., Index Paper 80lbs., Avery Labels standard, and Envelopes.<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 200-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- Color Scanning: Required<br>- PostScript Driver: Required<br>- 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- 2,450-sheets Paper Tray: Required | |
| - Upgrade to Single Pass Duplex Scan: inc.<br>- Scan in a searchable PDF file format: inc.<br>- Faxing Unit: 4919C001AA<br>- Inner Stacker with Stapling: 400C002BA<br>- External 1-tray finisher with stapling: 5547C002AA<br>- External 2-tray finisher with stapling and 3-hole punch:<br>0126C001AA | Inc.<br>Inc.<br>$531.00<br>$723.00<br>$1,776.00<br><br>$2,307.00 |
| B/W Service Cost-Per-Impression Year 1-2 (includes staples):<br>B/W Service Cost-Per-Impression Year 3 (includes staples):<br>B/W Service Cost-Per-Impression Year 4 (includes staples):<br>B/W Service Cost-Per-Impression Year 5 (includes staples):<br><br>Color Service Cost-Per-Impression Year 1-2 (includes staples):<br>Color Service Cost-Per-Impression Year 3 (includes staples):<br>Color Service Cost-Per-Impression Year 4 (includes staples):<br>Color Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00630 per B/W impression<br>B/W: $0.00660 per B/W impression<br>B/W: $0.00690 per B/W impression<br>B/W: $0.00720 per B/W impression<br><br>Color: $0.05000 per Color impression<br>Color: $0.05500 per Color impression<br>Color: $0.05600 per Color impression<br>Color: $0.05900 per Color impression |
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| Canon DX C5860i (60\|60PPM)<br>**Copier/MFD – Color 55 PPM Segment** | $8,259.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- Remote Administration: the Print Controller allow IT to access the device from the network and perform administrative functions remotely.<br>- Paper Types supported from by-pass: Tru-Ray 100% Sulphite Acid Free Construction, Cover stock 110lbs., Index Paper 80lbs., Avery Labels standard, and Envelopes.<br>- Document Feeder RADF (8.5 x 11 – 11x 17) 200-sheets: Required<br>- Duplexing 8.5 x 11 – 11x 17: Required<br>- Color Scanning: Required<br>- PostScript Driver: Required | |

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| - 550-sheet Paper Tray: Standard<br>- 550-sheet Paper Tray: Standard<br>- By-Pass Tray (100 Sheets): Standard<br>- 2,450-sheets Paper Tray: Required | |
| - Upgrade to Single Pass Duplex Scan: inc.<br>- Scan in a searchable PDF file format: inc.<br>- Faxing Unit: 4919C001AA<br>- Inner Stacker with Stapling: 400C002BA<br>- External 1-tray finisher with stapling: 5547C002AA<br>- External 2-tray finisher with stapling and 3-hole punch: 0126C001AA | Inc.<br>Inc.<br>$531.00<br>$723.00<br>$1,777.00<br><br>$2,307.00 |
| B/W Service Cost-Per-Impression Year 1-2 (includes staples):<br>B/W Service Cost-Per-Impression Year 3 (includes staples):<br>B/W Service Cost-Per-Impression Year 4 (includes staples):<br>B/W Service Cost-Per-Impression Year 5 (includes staples):<br><br>Color Service Cost-Per-Impression Year 1-2 (includes staples):<br>Color Service Cost-Per-Impression Year 3 (includes staples):<br>Color Service Cost-Per-Impression Year 4 (includes staples):<br>Color Service Cost-Per-Impression Year 5 (includes staples): | B/W: $0.00630 per B/W impression<br>B/W: $0.00660 per B/W impression<br>B/W: $0.00690 per B/W impression<br>B/W: $0.00720 per B/W impression<br><br>Color: $0.04900 per Color impression<br>Color: $0.05200 per Color impression<br>Color: $0.05350 per Color impression<br>Color: $0.05690 per Color impression |
| | |
| Canon 529 (55 PPM)<br>**MFP – 35PPM B/W Laser Segment** | $1,889.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- PostScript Print Driver Level 3: Required<br>- Paper Types supported: Envelopes: Required<br>- Duplexing 8.5 x 11 – 8.5 x 14: Required<br>- 550-sheet Paper Tray: Standard<br>- Multi-Purpose Tray (100 Sheets): Standard | |
| - Additional 550-sheet tray: 2917C001AA | $225.00 |
| Service Cost-Per-Impression Year 1-2:<br>Service Cost-Per-Impression Year 3:<br>Service Cost-Per-Impression Year 4:<br>Service Cost-Per-Impression Year 5: | B/W: $0.01080 per B/W impression<br>B/W: $0.01150 per B/W impression<br>B/W: $0.01180 per B/W impression<br>B/W: $0.01240 per B/W impression |
| | |
| Canon MF 1238 (40 PPM)<br>**MFP – 35PPM B/W Laser Segment** | $675.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- PostScript Print Driver Level 3: Required<br>- Paper Types supported: Envelopes: Required<br>- Duplexing 8.5 x 11 – 8.5 x 14: Required<br>- 250-sheet Paper Tray: Standard<br>- Multi-Purpose Tray (100 Sheets): Standard | |
| - Additional 550-sheet tray: CST unit AH1 | $250.00 |
| Service Cost-Per-Impression Year 1:<br>Service Cost-Per-Impression Year 2:<br>Service Cost-Per-Impression Year 3:<br>Service Cost-Per-Impression Year 4:<br>Service Cost-Per-Impression Year 5: | B/W: $0.03470 per B/W impression<br>B/W: $0.03570 per B/W impression<br>B/W: $0.03890 per B/W impression<br>B/W: $0.04000 per B/W impression<br>B/W: $0.04300 per B/W impression |
| | |
| HP E42540f (40 PPM)<br>**MFP – 35PPM B/W Laser Segment** | $907.00 |
| Included: | |

| | |
|---|---|
| - Network Printing and Scanning: Required<br>- PostScript Print Driver Level 3: Required<br>- Paper Types supported: Envelopes: Required<br>- Duplexing 8.5 x 11 – 8.5 x 14: Required<br>- 250-sheet Paper Tray: Standard<br>- Multi-Purpose Tray (100 Sheets): Standard | |
| - Additional 550-sheet tray: D9P29A | $200.00 |
| Service Cost-Per-Impression Year 1-2:<br>Service Cost-Per-Impression Year 3:<br>Service Cost-Per-Impression Year 4:<br>Service Cost-Per-Impression Year 5: | B/W: $0.02730 per B/W impression<br>B/W: $0.02900 per B/W impression<br>B/W: $0.02980 per B/W impression<br>B/W: $0.03073 per B/W impression |
| | |
| Canon X MF 1538C (40 \| 40 PPM)<br>**MFP – 35PPM Color Laser Segment** | $1,890.00 |
| Included:<br>- Network Printing and Scanning: Required<br>- PostScript Print Driver Level 3: Required<br>- Paper Types supported: Envelopes: Required<br>- Duplexing 8.5 x 11 – 8.5 x 14: Required<br>- 550-sheet Paper Tray: Standard<br>- Multi-Purpose Tray (100 Sheets): Standard | |
| - Additional 550-sheet tray: PAPERFEED KIT PF K1 | $325.00 |
| B/W Service Cost-Per-Impression Year 1 :<br>B/W Service Cost-Per-Impression Year 2 :<br>B/W Service Cost-Per-Impression Year 3 :<br>B/W Service Cost-Per-Impression Year 4 :<br>B/W Service Cost-Per-Impression Year 5 :<br><br>Color Service Cost-Per-Impression Year 1 :<br>Color Service Cost-Per-Impression Year 2 :<br>Color Service Cost-Per-Impression Year 3 :<br>Color Service Cost-Per-Impression Year 4 :<br>Color Service Cost-Per-Impression Year 5 : | B/W: $0.02900 per B/W impression<br>B/W: $0.03100 per B/W impression<br>B/W: $0.03850 per B/W impression<br>B/W: $0.04000 per B/W impression<br>B/W: $0.04400 per B/W impression<br><br>Color: $0.08000 per Color impression<br>Color: $0.09000 per Color impression<br>Color: $0.10000 per Color impression<br>Color: $0.11000 per Color impression<br>Color: $0.12100 per Color impression |
| | |
| HP MFP X 57945dn (45 \| 45 PPM)<br>**MFP – 35PPM Color Laser Segment** | $2,666.37 |
| Included:<br>- Network Printing and Scanning: Required<br>- PostScript Print Driver Level 3: Required<br>- Paper Types supported: Envelopes: Required<br>- Duplexing 8.5 x 11 – 8.5 x 14: Required<br>- 550-sheet Paper Tray: Standard<br>- Multi-Purpose Tray (100 Sheets): Standard | |
| - Additional 550-sheet tray: 6QN57A | $334.00 |
| B/W Service Cost-Per-Impression Year 1-2 :<br>B/W Service Cost-Per-Impression Year 3 :<br>B/W Service Cost-Per-Impression Year 4 :<br>B/W Service Cost-Per-Impression Year 5 :<br><br>Color Service Cost-Per-Impression Year 1-2 :<br>Color Service Cost-Per-Impression Year 3 :<br>Color Service Cost-Per-Impression Year 4 :<br>Color Service Cost-Per-Impression Year 5 : | B/W: $0.01900 per B/W impression<br>B/W: $0.02120 per B/W impression<br>B/W: $0.02280 per B/W impression<br>B/W: $0.02360 per B/W impression<br><br>Color: $0.05800 per Color impression<br>Color: $0.05970 per Color impression<br>Color: $0.06150 per Color impression<br>Color: $0.06500 per Color impression |
| | |
| Canon IC X LBP 1238 II (40 PPM) | $445.00 |

| | |
|---|---|
| **Printer – 35PPM B/W Laser Segment** | |
| Included:<br>- Network Printing: Required<br>- PostScript Print Driver Level 3: Required<br>- Paper Types supported: Envelopes and Labels: Required<br>- Duplexing 8.5 x 11 – 8.5 x 14: Required<br>- 250-sheet Paper Tray: Standard<br>- Multi-Purpose Tray (100 Sheets): Standard | |
| - Additional 550-sheet tray: 0732A033BA | $250.00 |
| Service Cost-Per-Impression Year 1:<br>Service Cost-Per-Impression Year 2:<br>Service Cost-Per-Impression Year 3:<br>Service Cost-Per-Impression Year 4:<br>Service Cost-Per-Impression Year 5: | B/W: $0.03500 per B/W impression<br>B/W: $0.03800 per B/W impression<br>B/W: $0.04100 per B/W impression<br>B/W: $0.04400 per B/W impression<br>B/W: $0.04700 per B/W impression |
| | |
| HP LaserJet E40040dn (40 PPM)<br>**Printer – 35PPM B/W Laser Segment** | $595.00 |
| Included:<br>- Network Printing: Required<br>- PostScript Print Driver Level 3: Required<br>- Paper Types supported: Envelopes and Labels: Required<br>- Duplexing 8.5 x 11 – 8.5 x 14: Required<br>- 250-sheet Paper Tray: Standard<br>- Multi-Purpose Tray (100 Sheets): Standard | |
| - Additional 550-sheet tray: D9P29A | $279.00 |
| Service Cost-Per-Impression Year 1-2:<br>Service Cost-Per-Impression Year 3:<br>Service Cost-Per-Impression Year 4:<br>Service Cost-Per-Impression Year 5: | B/W: $0.02930 per B/W impression<br>B/W: $0.03020 per B/W impression<br>B/W: $0.03220 per B/W impression<br>B/W: $0.03290 per B/W impression |
| | |
| Canon IC XLBP 1333C (35\|35 PPM)<br>**Printer – 40PPM Color Laser Segment** | $745.00 |
| Included:<br>- Network Printing: Required<br>- PostScript Print Driver Level 3: Required<br>- Paper Types supported: Envelopes and Labels: Required<br>- Duplexing 8.5 x 11 – 8.5 x 14: Required<br>- 250-sheet Paper Tray: Standard<br>- Multi-Purpose Tray (50 Sheets): Standard | |
| - Additional 550-sheet tray: PAPER FEEDER PK 1 | $265.00 |
| B/W Service Cost-Per-Impression Year 1-2 :<br>B/W Service Cost-Per-Impression Year 3 :<br>B/W Service Cost-Per-Impression Year 4 :<br>B/W Service Cost-Per-Impression Year 5 :<br><br>Color Service Cost-Per-Impression Year 1 :<br>Color Service Cost-Per-Impression Year 2 :<br>Color Service Cost-Per-Impression Year 3 :<br>Color Service Cost-Per-Impression Year 4 :<br>Color Service Cost-Per-Impression Year 5 : | B/W: $0.02900 per B/W impression<br>B/W: $0.03100 per B/W impression<br>B/W: $0.03220 per B/W impression<br>B/W: $0.03500 per B/W impression<br><br>Color: $0.09000 per Color impression<br>Color: $0.10000 per Color impression<br>Color: $0.11000 per Color impression<br>Color: $0.12000 per Color impression<br>Color: $0.12100 per Color impression |
| | |
| HP Color LaserJet X55745dn (45\|45 PPM)<br>**Printer – 40PPM Color Laser Segment** | $1,365.00 |
| Included:<br>- Network Printing: Required | |

| | |
|---|---|
| - PostScript Print Driver Level 3: Required<br>- Paper Types supported: Envelopes and Labels: Required<br>- Duplexing 8.5 x 11 – 8.5 x 14: Required<br>- 550-sheet Paper Tray: Standard<br>- Multi-Purpose Tray (50 Sheets): Standard | |
| - Additional 550-sheet tray: PF KIT A1 | $389.00 |
| B/W Service Cost-Per-Impression Year 1-2 :<br>B/W Service Cost-Per-Impression Year 3 :<br>B/W Service Cost-Per-Impression Year 4 :<br>B/W Service Cost-Per-Impression Year 5 :<br><br>Color Service Cost-Per-Impression Year 1-2 :<br>Color Service Cost-Per-Impression Year 3 :<br>Color Service Cost-Per-Impression Year 4 :<br>Color Service Cost-Per-Impression Year 5 : | B/W: $0.02800 per B/W impression<br>B/W: $0.02900 per B/W impression<br>B/W: $0.03100 per B/W impression<br>B/W: $0.03500 per B/W impression<br><br>Color: $0.07800 per Color impression<br>Color: $0.08100 per Color impression<br>Color: $0.08300 per Color impression<br>Color: $0.08500 per Color impression |
| | |

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT B (Initial Order)

| Level | Location | Replacement Make/Model | Included Paper Trays | Configuration | Monthly FMV Lease Payment | Service Rate B/W | Service Rate Color | Install |
|---|---|---|---|---|---|---|---|---|
| San Ysidro District | Special Education Dept. | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| San Ysidro District | Child Nutrition Dept | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| San Ysidro District | Maintenanc e/Transport ation | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| San Ysidro District | Assessment Center | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $191.12 | $0.00630 | $0.05000 | Jan-24 |
| San Ysidro District | Pupil Services | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| La Mirada Elementary | Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| La Mirada Elementary | Teacher's Lounge | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| Ocean View Hills Elementary | Bldg 600 | Canon DX 6855 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $137.57 | $0.00650 | | Jan-24 |
| Ocean View Hills Elementary | Main Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Ocean View Hills Elementary | Bldg 500 | Canon DX 6855 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $137.57 | $0.00650 | | Jan-24 |
| Ocean View Hills Elementary | 400 Bldg hallway | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $242.30 | $0.00490 | | Jan-24 |
| Ocean View Hills Elementary | 200 Bldg | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $242.30 | $0.00490 | | Jan-24 |
| Ocean View Hills Elementary | Teacher's Lounge | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| CDC (at Smythe Elementary ) | Smythe Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| Smythe Elementary | Smythe Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| Smythe Elementary | Teacher's lounge | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $242.30 | $0.00490 | | Jan-24 |
| Smythe Elementary | Teacher's lounge | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| Sunset Elementary | Main Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| Sunset Preschool (at Sunset Elementary ) | Sunset Preschool Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Sunset Elementary | Library | Canon DX 4945 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $129.39 | $0.00730 | | Jan-24 |
| Willow Elementary | Front Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| Willow Elementary | Upstairs Lounge | Canon DX 6855 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $137.57 | $0.00650 | | Jan-24 |
| Willow Elementary | Upstairs Lounge | Canon DX 6855 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $137.57 | $0.00650 | | Jan-24 |
| Willow Elementary | Office Hallway | Canon DX 4945 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $129.39 | $0.00730 | | Jan-24 |
| Willow Elementary | Room 49 | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| San Ysidro Middle School | Room 108 (Counseling Center) | Canon DX 4945 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $139.64 | $0.00730 | | Jan-24 |
| San Ysidro Middle School | Main Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| San Ysidro Middle School | Copy Room between 102 & 103 | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| Vista Del Mar Middle School | 400 Building 405A-Hallway | Canon DX 4945 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $129.39 | $0.00730 | | Jan-24 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Vista Del Mar Middle School | 400 Buiding 401A-Hallway | Canon DX 4945 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $129.39 | $0.00730 | | Jan-24 |
| Vista Del Mar Middle School | Work Room Inside the Main Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $191.12 | $0.00630 | $0.05000 | Jan-24 |
| Vista Del Mar Middle School | Staff Lounge Inside the Main Office | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| | | | | **Total Monthly Lease Payment** | $6,359.10 | | | |

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board **BOARD MEETING DATE:** December 12, 2023

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

**FROM:**
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

**AGENDA ITEM:** MUNICIPAL LEASE AGREEMENT WITH CANON FINANCIAL SERVICES, INC.

**BACKGROUND INFORMATION:**

The Municipal Lease Agreement with Canon Financial Services, Inc. is required to finalize the leasing of copiers/equipment that will be replaced at all the district's school sites and most offices. This agreement is associated with RFP 23/24-001 and the agreement with Signa Digital Solutions for copiers and printers.

## RECOMMENDATION:

Approve the Municipal Lease Agreement with Canon Financial Services, Inc. for the procurement of copiers and printers. The estimated annual cost for the initial order is $76,309.17 to be paid from the General fund.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No.: Base Services and Safety

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Estimated Annual

$76,309.17
(Amount)

General Fund
(Name of funding source and/or location)

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

Canon

CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

# MUNICIPAL LEASE AGREEMENT

## Fair Market Value

CFS-1043 (11/22)

CFS' AGREEMENT NUMBER

| CUSTOMER (FULL LEGAL NAME) | DBA | PHONE |
|---|---|---|
| San Ysidro School District | | ("Customer") (619) 428-4476 |

| BILLING EMAIL ADDRESS | BILLING CONTACT FIRST NAME | BILLING CONTACT LAST NAME | BILLING CONTACT PH # | ☐ Checking box or omitting email address defaults to paper invoice. Not checking box defaults to electronic invoice, Billing data needed. |
|---|---|---|---|---|
| marilyn.adrianzen@sysdschools.org | Marilyn | Adrianzen | (619) 428-4476 | |

| BILLING ADDRESS | CITY | COUNTY | STATE | ZIP |
|---|---|---|---|---|
| 4350 Otay Mesa Rd | San Ysidro | San Diego | Ca | 92173 |

| EQUIPMENT ADDRESS | CITY | COUNTY | STATE | ZIP |
|---|---|---|---|---|
| Various Locations | | | | |

| EQUIPMENT INFORMATION | | | NUMBER AND AMOUNT OF PAYMENTS | |
|---|---|---|---|---|
| Quantity | Serial Number | Make/Model/Description | Number of Payments | Total Payment * |
| 14 | | Canon DX C5850 | | 2798.00 |
| 9 | | Canon DX 8986 | | 2353.62 |
| 5 | | Canon DX 4945 | | 657.20 |
| 4 | | Canon DX 6855 | | 550.28 |
| | | | | * Plus Applicable Taxes |

| TERM | PAYMENT FREQUENCY | END OF TERM PURCHASE OPTION |
|---|---|---|
| 60 (in months) | ☒ Monthly ☐ Quarterly ☐ Other: $6,359.10 | Fair Market Value |

**THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

| ACCEPTED | AUTHORIZED CUSTOMER SIGNATURE | |
|---|---|---|
| CANON FINANCIAL SERVICES, INC. | By: X | Title: Chief Business Official |
| By: | Printed Name: Marilyn Adrianzen | Email Address: marilyn.adrianzen@sysdschools.org |
| Title: | By: X CONTACT PERSON ONLY | Title: Buyer |
| Date: | Printed Name: Araceli Felix (Buyer) | Email Address: araceli.felix@sysdschools.org |

To: Canon Financial Services, Inc. ("CFS")

### ACCEPTANCE CERTIFICATE

Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: ______ Printed Name: ______ Title (if any): ______ Date: ______

### TERMS AND CONDITIONS

**1. AGREEMENT:** CFS leases to Customer, a ______ [state name or political subdivision or agency] of ______ [State name], with its chief executive office at ______, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Lease Agreement ("Agreement").

**2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Except as provided herein, Customer has no right to return the Equipment to CFS.

**3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment herein by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.

**4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

**5. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

**6. FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

**7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

**8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.

**9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

**10. INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

**11. MAINTENANCE; ALTERATIONS:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

**12. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed $50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF $85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

**13. INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall be with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; _plus_ (ii) the present value of all remaining Payments for the full term of this Agreement; _plus_ (iii) the Fair Market Value of the Equipment (as defined herein); _plus_ (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

**14. LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

**16. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars ($25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**18. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**19. RENEWAL; RETURN:** This Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least sixty (60) days' before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, or upon termination of the lease of any item of Equipment as described in the Fiscal Funding provision hereof, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or $250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

**20. PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give CFS sixty (60) days' prior irrevocable written notice that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement _plus_ any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments, _plus_ the Fair Market Value, _plus_ any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

**21. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates have an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

**22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

**23. UCC-ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

**24. WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**25. AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

**26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**27. GOVERNMENT USE:** Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.

**28. MISCELLANEOUS:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile, or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

Canon

**Canon Financial Services, Inc.**

## Addendum to Agreement for application # 1964249

WHEREAS, Canon Financial Services, Inc. ("CFS") and San Ysidro School District ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (CFS-1043 11/22) are changed as follows:

**2. TERM OF AGREEMENT:** Paragraph 2 is amended by adding the following to the end of the paragraph: "This Agreement may be terminated by Customer for cause in the event of any of the following: (i) a material breach as defined in the Professional Services Agreement dated December 13, 2023 ("Services"); by and between Customer and Signa Digital Solutions, Inc. ("Contractor") (ii) misrepresentation by Contractor in connection with the performance of Services; and/or (iii) Contractor's failure to perform Services as directed by Customer. Termination for cause shall be effective immediately upon the delivery of written notice of termination to Contractor. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Customer to date of the notice of termination and Contractor shall be entitled to no further compensation."

**3. PAYMENTS:** Paragraph 3 is amended by deleting the third and fourth sentences in their entirety.

**10. INDEMNITY:** Paragraph 10 is amended by adding the following words to the end of the first sentence: "unless due to CFS' gross negligence or willful misconduct".

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** Paragraph 17 is amended by deleting "whether or not suit is brought" and replacing with "; provided, that if suit is brought, the prevailing party shall be entitled to its actual attorneys' fees and costs reasonably incurred" in the third sentence.

**19. RENEWAL; RETURN:** Paragraph 19 is amended by deleting the third sentence in its entirety.

**26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** Paragraph 26 is amended by (i) deleting the first sentence in its entirety; (ii) deleting each instance of the words "NEW JERSEY" and replacing with the words "CALIFORNIA"; (iii) deleting the words "CAMDEN OR BURLINGTON" and replacing with the words "SAN DIEGO"; and (iv) deleting the words "AT CFS'S SOLE OPTION,"

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.

| CANON FINANCIAL SERVICES, INC. | SAN YSIDRO SCHOOL DISTRICT |
|---|---|
| By: <br>Title: <br>Date: | By: <br>Printed Name: Marilyn Adrianzen<br>Title: Chief Business Official |
| CFS<br>CONTRACTS<br>Approved By ET<br>Date 12/6/23 | By: N/A<br>Printed Name: <br>Title: |

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# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT B (Initial Order)

| Level | Location | Replacement Make/Model | Included Paper Trays | Configuration | Monthly FMV Lease Payment | Service Rate B/W | Service Rate Color | Install |
|---|---|---|---|---|---|---|---|---|
| San Ysidro District | Special Education Dept. | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| San Ysidro District | Child Nutrition Dept | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| San Ysidro District | Maintenance/Transportation | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| San Ysidro District | Assessment Center | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $191.12 | $0.00630 | $0.05000 | Jan-24 |
| San Ysidro District | Pupil Services | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| La Mirada Elementary | Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| La Mirada Elementary | Teacher's Lounge | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| Ocean View Hills Elementary | Bldg 600 | Canon DX 6855 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $137.57 | $0.00650 | | Jan-24 |
| Ocean View Hills Elementary | Main Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Ocean View Hills Elementary | Bldg 500 | Canon DX 6855 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $137.57 | $0.00650 | | Jan-24 |
| Ocean View Hills Elementary | 400 Bldg hallway | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $242.30 | $0.00490 | | Jan-24 |
| Ocean View Hills Elementary | 200 Bldg | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $242.30 | $0.00490 | | Jan-24 |
| Ocean View Hills Elementary | Teacher's Lounge | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| CDC (at Smythe Elementary ) | Smythe Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| Smythe Elementary | Smythe Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| Smythe Elementary | Teacher's lounge | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $242.30 | $0.00490 | | Jan-24 |
| Smythe Elementary | Teacher's lounge | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| Sunset Elementary | Main Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| Sunset Preschool (at Sunset Elementary ) | Sunset Preschool Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |

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| Sunset Elementary | Library | Canon DX 4945 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $129.39 | $0.00730 | | Jan-24 |
| Willow Elementary | Front Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| Willow Elementary | Upstairs Lounge | Canon DX 6855 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $137.57 | $0.00650 | | Jan-24 |
| Willow Elementary | Upstairs Lounge | Canon DX 6855 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $137.57 | $0.00650 | | Jan-24 |
| Willow Elementary | Office Hallway | Canon DX 4945 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $129.39 | $0.00730 | | Jan-24 |
| Willow Elementary | Room 49 | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| San Ysidro Middle School | Room 108 (Counseling Center) | Canon DX 4945 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $139.64 | $0.00730 | | Jan-24 |
| San Ysidro Middle School | Main Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch\|Faxing | $201.31 | $0.00630 | $0.05000 | Jan-24 |
| San Ysidro Middle School | Copy Room between 102 & 103 | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| Vista Del Mar Middle School | 400 Building 405A-Hallway | Canon DX 4945 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $129.39 | $0.00730 | | Jan-24 |

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| Vista Del Mar Middle School | 400 Buiding 401A-Hallway | Canon DX 4945 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $129.39 | $0.00730 | | Jan-24 |
| Vista Del Mar Middle School | Work Room Inside the Main Office | Canon DX C5850 | 550\|550\|2450 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling and 3-Hole Punch | $191.12 | $0.00630 | $0.05000 | Jan-24 |
| Vista Del Mar Middle School | Staff Lounge Inside the Main Office | Canon DX 8986 | 550\|550\|3000 | PostScript Driver\|Color Scanning\|Scan in searchable PDF\|Single Pass Duplex Scan\|External 2-tray Finisher with Stapling, 3-Hole Punch, and Booklet Maker | $271.12 | $0.00490 | | Jan-24 |
| | | | | **Total Monthly Lease Payment** | $6,359.10 | | | |