San Ysidro School District
Governing Board

AGENDA

Monday
December 12, 2022
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 10, 2022
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, November 10, 2022, and conducted its business meeting at **Willow School - Auditorium, 226 Willow Road, San Ysidro, CA 92173.** Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was held from 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

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

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mr. Rudy Lopez, Board President
Mrs. Rosaleah Pallasigue, Board Vice-President
Mrs. Irene Lopez, Board Clerk - *Arrived at 5:02 p.m.*
Mr. Antonio Martinez, Member - *Arrived at 5:05 p.m.*
Mrs. Zenaida Rosario, Member

3. AGENDA
The Board approved the agenda with the following correction:
1) Changed the funding source for agenda item **13.7 - AWARD BID NO. 22/23-001 AND AGREEMENT FOR ROOFING PROJECT TO CHAMBERS INC. DBA ROOF CONSTRUCTION** from General Obligation Bonds to State School Facilities Program (SFP) Modernization Reimbursement.

Motion: Pallasigue Second: Rosario Vote: 3-0

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

There were no public comments.

Board Vice President Pallasigue made a motion to recess to Closed Session, seconded by Board Member Rosario. The vote was 3-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:02 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Gonzalez)
Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Student v. San Ysidro School District
OAH Case No. 2022100323

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

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

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

RECONVENED into OPEN SESSION at 6:04 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

1) Item 5.1 - The Board approved a settlement agreement in Office of Administrative Hearings Case No. 2022100323. The motion was made by Board Member Martinez and seconded by Board Vice President Pallasigue with 5 votes in favor.

6. CALL TO ORDER Who: President R. Lopez Time: 6:04 p.m.

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

8. FLAG SALUTE by Elena Quintanilla, Willow Elementary School 6th grade student

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Mata)
9.1 Willow Student Perfect Attendance - Presented by Willow School Principal Maria Connie Rodriguez
- Ashly Lopez, 6th grade student being recognized for Perfect Attendance and TRRFCC
- Elena Quintanilla Garcia, 6th grade student being recognized for Perfect Attendance since she was a Kindergarten student and TRRFCC

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING
Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of the meeting.
Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

There were no public comments.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Rosario, Commented: 1) Congratulated the students and their parents for perfect attendance. 2) Attended the Mini CABE Conference. It was a wonderful opportunity for parents to have information and resources to help them support their children's education. Encouraged parents to attend. 3) Thanked the district for sending teachers, administrators and parents. 4) Thanked Principal Rodriguez for hosting the meeting and everyone that is involved setting up the meeting.

Board Member Martinez, Commented: 1) Thanked Principal Rodriguez for hosting the meeting. 2) Thanked Ashly and Elena for perfect attendance. Congratulated their families 3) Would like a presentation on the transitionally homeless students and the resources we offer them. We have an obligation to offer them a safe learning environment, complement the resources and get them connected.

Board Clerk I. Lopez, Commented: 1) Thanked Principal Rodriguez for hosting the meeting. 2) Mentioned that she first began to work at Willow School as a health clerk. 3) Commended Ashly and Elena and their parents for perfect attendance. 4) Thanked Principal Bojorquez for bringing many resources to Willow School. 5) Visited Ocean View Hills School with Dr. Potter. It was nice to see the Pathways after school program. 6) Thanked Principal Burciaga for everything he does for students and staff. 7) Attended the Mini CABE Conference. 8) Thanked the Special Education Department for their services. We can bring more help and resources to our community.

Board Vice President Pallasigue, Commented: 1) Thanked Principal Rodriguez for hosting the meeting. 2) Congratulated the students for perfect attendance. 3) We are looking at all of our safety procedures. We need to keep our students and staff safe. 4) It's exciting to see the Pathways program. We will see mental and emotional health begin to stabilize. 5) She is appreciative of the safe environment that kids can have.

Board President R. Lopez, Commented: 1) Looks forward to the Christmas Programs. 2) He will focus on long term goals, one of them is bond projects and will be responsive to the community. Thanked Dr. Iniguez for taking care of the fence at Willow School which was a community concern. 3) He is a member of the CSBA Delegate Assembly and was appointed to the committee that will develop a fair funding initiative for the 2024 ballot. He hopes to bring more funding to San Ysidro. 4) Wished veterans a Happy Veteran's Day and recognized any marines in the audience.

Superintendent Potter, Commented: 1) Thanked Principal Rodriguez for hosting the meeting and everyone who worked hard to put the meeting together. 2) Congratulated Ashly Lopez and Elena Garcia for perfect attendance. 3) Thanked veterans for their service and wished them a Happy Veteran's Day. 4) A flier will go out to all of the voters regarding the GO Bond Measures to provide them with an update on construction projects. 5) She is thankful for having stability and the great leadership of our Governing Board Members. Thanked them for their loyalty and commitment to our district and our community.

12. CONFERENCE SESSION

Reports/Presentations

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

13. GENERAL ADMINISTRATION

13.1 MINUTES (Potter)
The Board approved the minutes of the Regular Board Meeting of October 20, 2022.

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

13.2 ORGANIZATIONAL MEETING (Potter)
The Board approved Monday, December 12, 2022, 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: Pallasigue Second: Martinez Vote: 5-0

13.3 RESOLUTION NO. 22/23-0028 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361 (Potter)
The Board approved Resolution No. 22/23-0028 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

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

13.4 FIRST READING AND ADOPTION OF NEW AND REVISED BOARD POLICIES, ADMINISTRATIVE REGULATIONS AND EXHIBIT - 3000 SERIES (Adrianzen)
The Board approved the First Reading and Adoption of New and Revised Board Policies, Administrative Regulations and Exhibit - 3000 series: Revised Board Policy 3110 - Transfer of Funds, Revised Administrative Regulation 3517 - Facilities Inspection, New Exhibit(1) 3517 - Facilities Inspection, New Board Policy 3523 - Electronic Signatures, New Administrative Regulation 3523 - Electronic Signatures, Revised Board Policy 3550 - Food Service/Child Nutrition Program, Revised Administrative Regulation 3550 - Food Service/Child Nutrition Program, Revised Board Policy 3551 - Food Service Operations/Cafeteria Fund, Revised Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund, Revised Board Policy 3553 - Free and Reduced Price Meals and Revised Administrative Regulation 3553 - Free and Reduced Price Meals.

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

13.5 GASB 75 STATEMENT AND OPEB REPORT FOR FISCAL YEAR 2021-22 (Adrianzen)
Information Only. *(A representative from Nyhart Company was present to answer questions from the Governing Board.)*

13.6 CHANGE ORDER NO. 1 TO THE AGREEMENT WITH RGC GENERAL ENGINEERING, INC. (Adrianzen/Iniguez)
The Board approved Change Order No. 1 to the agreement with RGC General Engineering, Inc. to include additional services and materials to complete the playground project at Vista Del Mar Middle School. The cost implications for this Change Order is $5,289.00. The new contract total is $173,661.12 from the General Obligation Bonds.

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

13.7 AWARD BID NO. 22/23-001 AND AGREEMENT FOR ROOFING PROJECT TO CHAMBERS INC. DBA ROOF CONSTRUCTION (Adrianzen/Iniguez)
The Board approved Award Bid No. 22/23-001 and Agreement for Roofing Project to Roofing Construction in an estimated amount of $1,809,915.00 from the State School Facilities Program (SFP) Modernization Reimbursement.

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

13.8 AGREEMENT WITH JMR ENVIRONMENTAL SERVICES (Adrianzen/Iniguez)
The Board approved the agreement with JMR Environmental Services to provide a hazardous materials assessment for the roofing projects at various district locations at an estimated amount of $5,045.64 from the General Obligation Bond funds.

Motion: Pallasigue Second: Rosario Vote: 5-0

13.9 AMENDMENT NO. 1 TO THE PBK MASTER AGREEMENT FOR GENERAL OBLIGATION BOND PROJECTS (Adrianzen/Iniguez)
The Board approved Amendment No. 1 to PBK's Master Contract to provide architectural services for the Site Fencing and Point of Entry Project at Willow Elementary School at a cost not to exceed $150,000.00 from the General Obligation Bond funds.

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

13.10 AMENDMENT NO. 1 TO THE LORD ARCHITECTURE, INC. MASTER AGREEMENT FOR GENERAL OBLIGATION BOND PROJECTS (Adrianzen/Iniguez)
The Board approved Amendment No. 1 to the Lord Architecture, Inc. Master Contract to provide architectural services for La Mirada Elementary School – Child Development Center – Modernization, La Mirada Elementary School – Administration Additions, La Mirada Elementary School – New UTK Classroom Building, Willow Elementary School - New UTK Classroom Building and Ocean View Hills Elementary School - New UTK Classroom Building in an amount not to exceed $1,451,000.00 from the General Obligation Bond funds.

Motion: Pallasigue Second: Rosario Vote: 5-0

13.11 OPEN PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION'S INITIAL CONTRACT PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR AGREEMENT (Olea)
The Board opened the Public Hearing - California School Employees Association's Initial Contract Proposal to the San Ysidro School District for Successor Agreement.

There were no public comments.

Motion: Martinez Second: Rosario Vote: 5-0

13.12 CLOSE PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION'S INITIAL CONTRACT PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR AGREEMENT (Olea)
The Board closed the Public Hearing - California School Employees Association's Initial Contract Proposal to the San Ysidro School District for Successor Agreement.

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

13.13 OPEN PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S INITIAL CONTRACT PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUCCESSOR AGREEMENT (Olea)
The Board opened the Public Hearing - San Ysidro School District's Initial Contract Proposal to California School Employees Association for Successor Agreement.

There were no public comments.

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

13.14 CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S INITIAL CONTRACT PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR SUCCESSOR AGREEMENT (Olea)

The Board closed the Public Hearing - San Ysidro School District's Initial Contract Proposal to California
School Employees Association for Successor Agreement.

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

13.15 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SAN YSIDRO DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE REASSIGNMENT FOR ADMINISTRATIVE SECRETARY III (Olea)

The Board approved the Memorandum of Understanding by and between the San Ysidro School District and California School Employees Association regarding the Reassignment for Administrative Secretary III.

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

14. CONSENT CALENDAR

The Board approved the Consent Calendar.

Motion: Pallasigue Second: Rosario Vote: 5-0

14A. PERSONNEL – CLASSIFIED

RESIGNATION (Olea)

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

14A.1 Maintenance/Electrician Person

EMPLOYMENT (Olea)

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

14A.2 Custodian – Veronica Alvarez, Smythe
14A.3 Instructional Aide Special Education – Laisha Gastelum, Child Development Center
14A.4 Substitute Campus Aide – Hiram Roque Ziehl Galvan, All Sites
14A.5 Substitute Campus Security – Hiram Roque Ziehl Galvan, All Sites
14A.6 Substitute Clerks
a. Larissa Flores, All Sites
b. Marlyn Fores, All Sites
14A.7 Substitute Custodians
a. Veronica Alvarez, All Sites
b. Alfonso Barcenas, All Sites
c. Rafael Herrera Naranjo, All Sites
d. Hiram Roque Ziehl Galvan, All Sites
14A.8 Substitute Instructional Aides
a. Lizeth Martinez-Castro, All Sites
b. Yahilyn Segura, All Sites

14B. PERSONNEL – CERTIFICATED

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

14B.1 Special Day Class Teachers

14B.2 Temporary School Psychologist

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

14B.3 Substitute Teachers

a. Iris Almodovar, All Sites
b. Mariana Barrera Guerrero, All Sites
c. Oliver Barry, All Sites
d. David Bean, All Sites
e. Leonela Benson, All Sites
f. Byron Blue, All Sites
g. Martha Chavez, All Sites
h. Justin Cooper, All Sites
i. Larissa Flores, All Sites
j. Kelcey Kral, All Sites
k. Andy McDonald, All Sites
l. Kristi Patterson Smith Worley, All Sites
m. Alba Poqui, All Sites
n. Mary Rodriguez, All Sites

14B.4 Temporary Classroom Teacher K-6 – Jonatan Lopez, Willow

14C. PERSONNEL - OTHER

SALARY SCHEDULE PLACEMENT (Olea)
The Board approved/ratified the Salary Schedule Placement for the following as recommended by Staff:

14C.1 Director of Special Education

14D. PERSONNEL - OTHER

REVISED JOB DESCRIPTION (Olea)
The Board approved the revised job description for the following as recommended by staff:

14D.1 AVID Tutor

14E. CURRICULUM & INSTRUCTION

14E.1 LICENSE RENEWAL OF THE IXL MATH AND LANGUAGE ARTS PROGRAMS FROM IXL LEARNING (González)
The Board approved/ratified the license renewal of the IXL Math and Language Arts programs from IXL Learning for Ocean View Hills School at the total cost of $3,363.00 from the Title I fund.

14E.2 PROFESSIONAL DEVELOPMENTS (González)
The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

14F. BUSINESS

14F.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District during the period October 1, 2022 through October 31, 2022. 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.

14F.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of October 1, 2022 through October 31,2022 for a total expenditure of $1,303,281.69. 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.

14F.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)
The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources or at no cost to the district.

14F.4 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $500.00 to help support and enrich our educational programs.

14F.5 AMENDMENT NO. 3 TO THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT FOR THE SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM FOR FY 2022-2023 (Gonzalez/Reed)
The Board approved/ratified Amendment No. 3 to the San Diego County Superintendent of Schools agreement for the San Diego Quality Preschool Initiative Program which increases the CSPP Quality Block Grant for fiscal year 2022-2023 to $73,939.13.

14F.6 PURCHASE OF TWO UTILITY TRUCKS (Adrianzen/Iniguez)
The Board approved the purchase of two utility trucks in an estimated amount of $97,500.00 from the Restricted Routine Maintenance Account.

14F.7 AGREEMENT WITH THE HAZEL HEALTH INC. AND TELEHEALTH SERVICES USA (Little)
The Board approved the agreement with Hazel Health Inc. and Telehealth Services USA to provide services for students at all District schools at no cost for the 2022-2023 School Year.

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

15. ADJOURNMENT Time: 6:56 p.m.

Respectfully Submitted,

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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 2023 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):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

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

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

San Ysidro School District EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

Governing Board Meeting Schedule

January – December 2023

5:00 p.m.

January 19, 2023	Vista Del Mar Middle School
February 9, 2023	Sunset School
March 9, 2023	Smythe School
April 13, 2022	San Ysidro Middle School
May 18, 2023	La Mirada School
June 8, 2023	Ocean View Hills School
June 22, 2023	Education Center
July 13, 2023	Education Center
August 10, 2023	Education Center
September 7, 2023	Vista Del Mar Middle School
October 12, 2023	Smythe School
November 9, 2023	Willow School
December 11, 2023	San Ysidro Middle School

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO:	Governing Board	**BOARD MEETING DATE:** December 12, 2022	
VIA:	Gina A. Potter, Ed.D. Superintendent	**FROM:** Administration Gina A. Potter, Ed.D., Superintendent	☐ Informational ☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0031 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361

BACKGROUND INFORMATION:

Executive Order N-29-20 expired Sept. 30, 2021. Legislative bodies will be required to hold public meetings in full compliance with the Brown Act, particularly Brown Act teleconferencing requirements that have been waived throughout the pandemic.

With the enactment of AB 361 signed on Sept. 16, 2021, Government Code section 54953 has been amended to provide additional flexibility for legislative bodies to meet remotely. Effective October 1, 2021, in order for a legislative body to consider the option of meeting remotely and waiving the traditional teleconference requirements found in the Brown Act, the legislative body must first determine whether an active state of emergency exists that makes meeting in-person unsafe. If a state of emergency of this nature exists, then the legislative body may hold a remote meeting if any of the following circumstances are true:

- State or local officials have imposed or recommended measures to promote social distancing; or
- The legislative body is holding a meeting to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- Any meeting thereafter the legislative body has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order for a legislative body to continue holding meetings remotely, after October 1, 2021, the state of emergency must remain active, or state or local officials continue to impose or recommend measures to promote social distancing. Furthermore, the legislative body must meet no later than 30 days following its first remote meeting held pursuant to AB 361, and no later than every 30 days thereafter, to reconsider the circumstances of the emergency and confirm, by majority vote, that either of the following circumstances exist:

- The state of emergency continues to directly impact the ability of members to meet safely in person; or
- State or local officials continue to impose or recommend social distancing measures.

A legislative body is required to place an item on their meeting agenda once every 30 days to make findings and vote on the circumstances of the emergency and/or other state or local health and safety measures to continue waiving the traditional Brown Act teleconferencing requirements.

The legislature's intent behind passing AB 361, as described in the bill itself, is "to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options."

AB 361 was set to expire on January 1, 2024, however Governor Newsom recently announced he will end the state of emergency on February 28, 2023.

The following Resolutions have been approved Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361:

October 21, 2021 - Resolution No. 21/22-0017	November 18, 2021 - Resolution 21/22-0018	December 10, 2021 - Resolution No. 21/22-0021	January 27, 2022 - Regular Board Meeting - Resolution No. 2/22-0022	February 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0024	March 10, 2022 - Regular Board Meeting - Resolution No. 21/22-0026

April 14, 2022 - Regular Board Meeting - Resolution No. 21/22-0030	May 19, 2022 - Regular Board Meeting - Resolution No. 21/22-0037	June 9, 2022 - Regular Board Meeting - Resolution No. 21/22-0039	July 14, 2022 - Regular Board Meeting - Resolution No. 22/23-0014	August 11, 2022 - Regular Board Meeting - Resolution No. 22/23-0015	September 8, 2022 - Regular Board Meeting - Resolution No. 22/23-0017
October 20, 2022 - Regular Board Meeting - Resolution No. 22/23-0021	November 10, 2022 - Regular Board Meeting - Resolution No. 22/23-0028				

Resolution No. 22/23-0031 extends and continues giving the Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361 as it is required to be board approved on a monthly basis.

RECOMMENDATION:
Approve Resolution No. 22/23-0031 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget? ☐ Yes ☐ No

Requisition #

N/A (Amount)

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

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 22/23-0031

Resolution Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

> (e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:
>
> (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

> (3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:
>
> (A) The legislative body has reconsidered the circumstances of the state of emergency.
>
> (B) Any of the following circumstances exist:
>
> (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

THEREFORE, BE IT RESOLVED that the Governing Board of San Ysidro School District finds that the Governor's March 4, 2020 declaration of a state of emergency due to the COVID-19 pandemic remains active.

BE IT FURTHER RESOLVED, the Governing Board of San Ysidro School District finds that due to the state of emergency, meeting in person at Board meetings any and at all district committees that conduct meetings pursuant to the Brown Act, would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of immuno-compromised trustee(s), staff and the public.

PASSED AND ADOPTED by the following vote of the Governing Board of the San Ysidro School District, County of San Diego, State of California on December 12, 2022.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

_____

Member, Rudy Lopez

_____

Member, Rosaleah Pallasigue

_____

Member, Irene Lopez

_____

Member, Antonio Martinez

_____

Member, Zenaida Rosario

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

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

☐ Informational
☒ Action

AGENDA ITEM: 2023 CSBA DELEGATE ASSEMBLY NOMINATIONS

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

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

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly nominations must be made by Governing Boards within their geographical region or subregion. Region 17, San Diego County, has eleven vacancies. Delegate Assembly members are elected at large from all of the nominations received by their geographical region or subregion. Nominations are to be submitted by January 7, 2023.

RECOMMENDATION:
Nominate, in accordance with CSBA Bylaws, Board members in Region 17 as candidates for election to the CSBA Delegate Assembly 2023-2025.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

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

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

California School Boards Association

October 28, 2022

TIME SENSITIVE - REQUIRES BOARD ACTION
DEADLINE: Saturday, January 7, 2023

MEMORANDUM

To: CSBA Member District Boards
From: Dr. Susan Heredia, President
Re: Call for Nominations to CSBA's Delegate Assembly

Each year, member boards elect representatives to the California School Boards Association's Delegate Assembly. The Delegate Assembly is a vital link in the Association's governance and sets the general policy direction. Working with member boards, the Board of Directors, Executive Committee, Delegates ensure the Association promotes the interests of California's school districts and county offices of education. Delegates with terms that end in 2023 are up for election. Ballots for the Delegate Assembly election will be sent to each member board within the region or subregion by February 1, 2023. Delegates elected in 2023 will serve a two-year term beginning April 1, 2023. There are two required Delegate Assembly meetings each year; in 2023, the dates are May 20-21 and November 28-29.

Nominations and biographical sketch forms for CSBA's Delegate Assembly are being accepted until **Saturday, January 7, 2023**. The nomination process is as follows:

- CSBA member boards are eligible to nominate board members within their own geographical region or subregion. For region #, see "CSBA REGION INDEX FOR DISTRICTS & COES" document located in this packet or on CSBA's website: www.csba.org/ElectiontoDA.
- Member Boards eligible to appoint a member of their board to the Delegate Assembly may also nominate board members to run for election to the Delegate Assembly.
- Boards eligible to appoint must do so by January 7, 2023. A separate communication from CSBA regarding these appointments will be sent to boards by November 1.
- Nominating boards must submit a separate Nomination Form for each person nominated.
- Nominees must serve on a CSBA member board from the region or subregion.
- Nominees must submit a one-page, single-sided, biographical sketch form.
- Nominees may submit an optional one-page, one-sided résumé.

Documents related to the nomination process are being provided online only. The forms, as well as information about the Delegate Assembly, may be accessed from CSBA's website: www.csba.org/ElectiontoDA. **It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.**

The deadline for nomination materials is **11:59 p.m. on Saturday, January 7, 2023.** Materials can be sent via email to **nominations@csba.org**. Nomination materials may also be sent via mail, to the CSBA Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95961, with a postmark of no later than January 7, 2023.

REGION 15 – *24 Delegates (17 elected/7 appointed*)*
Director: Susan Henry (Huntington Beach Union HSD)

County: Orange
Alfonso Alvarez (Santa Ana USD)*, 2024
Michelle Barto (Newport-Mesa USD), 2023
Lauren Brooks (Irvine USD), 2024
Carrie Buck (Placentia-Yorba Linda USD), 2024
Judy Bullockus (Capistrano USD)*, 2023
Bonnie Castrey (Huntington Beach Union HSD), 2023
Lynn Davis (Tustin USD), 2024
Jackie Filbeck (Anaheim ESD), 2023
Carrie Flanders (Brea Olinda USD), 2023
Karin Freeman (Placentia-Yorba Linda USD), 2023
Ira Glasky (Irvine USD)*, 2024
Diana Hill (Los Alamitos USD), 2023
Al Jabbar (Anaheim Un. HSD), 2023
Candice (Candi) Kern (Cypress ESD), 2024
Martha McNicholas (Capistrano USD)*, 2024
Arturo Montez (Centralia ESD), 2023
Theresa (Terri) Rocco (Garden Grove USD)*, 2023
Lan Q. Nguyen (Garden Grove USD)*, 2024
Annemarie Randle-Trejo (Anaheim Union HSD), 2024
Rigo Rodriguez (Santa Ana USD)*, 2023
Barbara Schulman (Saddleback Valley USD), 2024
Michael Simons (Huntington Beach Union HSD), 2024
Suzie Swartz (Saddleback Valley USD), 2023
Region 15 County
Vacant (Orange COE), 2023
Delegates-at-Large
Marilyn Buchi (Fullerton Joint Union HSD)

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

Subregion 16-A (Inyo)
Susan Patton (Lone Pine USD), 2023
Subregion 16-B (San Bernardino)
Heather Allgood (Helendale SD), 2024
Joe Armendarez (Fontana USD)*, 2024
Christina Cameron-Otero (Needles USD), 2024
Tom Courtney (Lucerne Valley USD), 2023
Barbara Dew (Victor Valley Union HSD), 2024
Gwen Dowdy-Rodgers (San Bernardino City USD)*, 2023
Barbara Flores (San Bernardino City USD)*, 2024
Cindy Gardner (Rim of the World USD), 2024
Shari Megaw (Chaffey Joint Union HSD), 2023
James O'Neill, (Redlands USD), 2024
Adam Perez (Fontana USD)*, 2023
Gabriel Stine (Victor ESD), 2023
Eric Swanson (Hesperia USD), 2023
Mondi Taylor (Etiwanda SD), 2023
Kathy Thompson (Central ESD), 2023
Scott Wyatt (San Bernardino City USD), 2024
Region 16 County
Laura Mancha (San Bernardino COE), 2024

REGION 17 – *23 Delegates (17 elected/6 appointed*)*
Director: Debra Schade (Solana Beach ESD)

County: San Diego
Marco Amaral (South Bay Union SD), 2024
Richard Barrera (San Diego USD)*, 2023
Sabrina Bazzo (San Diego USD)*, 2023
Maria Betancourt-Castaneda (National SD), 2024
Kate Bishop (Chula Vista ESD), 2023
Leslie Bunker (Chula Vista ESD), 2023
Eleanor Evans (Oceanside USD), 2024
Andrew Hayes (Lakeside Union SD), 2023
Claudine Jones (Carlsbad USD), 2024
Julie Kelly (Vista USD), 2024
Melissa Krogh (Warner USD), 2023
Rudy Lopez (San Ysidro ESD), 2024
Tamara Otero (Cajon Valley Union SD), 2024
Darshana Patel (Poway USD)*, 2023
Dawn Perfect (Ramona USD), 2023
Barbara Ryan (Santee SD), 2023
Nicholas Segura (Sweetwater Union HSD)*, 2024
Arturo Solis (Sweetwater Union HSD)*, 2023
Marla Strich (Encinitas Union ESD), 2024
Gee Wah Mok (Del Mar Union SD), 2024
Sharon Whitehurst-Payne (San Diego USD)*, 2024
Katrina Young (San Dieguito Union HSD), 2023
Region 17 County
Guadalupe Gonzalez (San Diego COE), 2023

REGION 18 – *21 Delegates (16 elected/5 appointed*)*
Director: Elizabeth Marroquin (Corona-Norco USD)

Subregion 18-A (Riverside)
Angelov Farooq (Riverside USD)*, 2024
Robert Garcia (Jurupa USD), 2023
Madonna Gerrell (Palm Springs USD), 2023
Megan Haley (Hemet USD), 2024
Sandy Hinkson (Temecula Valley USD), 2023
Cleveland Johnson (Moreno Valley USD)*, 2023
Dale Kinnear (Riverside USD)*, 2023
Linda Lunn (Murrieta Valley USD), 2024
Heidi Matthies-Dodd (Lake Elsinore USD), 2024
David Nelissen (Perris Union HSD), 2024
Linda Porras (Desert Sands USD), 2024
Gerard Reller (Romoland ESD), 2023
Jasmin Rubio (San Jacinto USD), 2024
David Sanchez (Beaumont USD), 2023
Kris Thomasian (Murrieta Valley USD), 2023
Mary Ybarra (Corona-Norco USD)*, 2023
Vacant (Corona-Norco USD)*, 2024
Subregion 18-B (Imperial)
Diahna Garcia-Ruiz (Central Union HSD), 2024
Gil Rebollar (Brawley ESD), 2023
Tony Sandoval (Heber ESD), 2023
Region 18 County
Bruce Dennis (Riverside COE), 2024
Delegate-at-Large
Jesus Holguin (Moreno Valley USD)

Delegate Assembly
Important Dates

2023 Delegate Assembly Election

Saturday, January 7:	Deadline for Nomination Forms and Biographical Sketch Forms
Wednesday, February 1:	Ballots sent to member boards
Wednesday, March 15:	Deadline for ballots to be sent back to CSBA
By Friday, March 31:	Ballots will be counted
Saturday, April 1:	First day of new 2-year term for Delegates elected in 2023

2023 Delegate Assembly Meeting Dates

Saturday – Sunday, May 20 - 21
(Scheduled to occur in Sacramento)

Tuesday – Wednesday, November 28 - 29
(Scheduled to occur in San Francisco)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0029 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 report was made available for public review and will be posted on the District's website after Governing Board approval.

~ Report under separate cover ~

RECOMMENDATION:
Approve Resolution No. 22/23-0029 for the 2021-22 Annual & Five Year Reportable Fees Report in compliance with Government Code Sections 66006 and 66001.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 22/23-0029

ANNUAL AND FIVE-YEAR REPORTABLE FEES REPORT FOR FISCAL YEAR 2021-2022 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 2021-2022"'; ("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 2021-2022.

Section 3. Pursuant to Government Code Section 66006(a), the Reportable Fees collected during Fiscal Year 2021-2022 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 2021-2022.

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 2021-2022.

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 2021-2022.

APPROVED, PASSED AND ADOPTED by the Board of Education of the San Ysidro School District at its regular meeting held December 12, 2022, by the following vote

AYES:

NOES:

ABSENT:

_____

Clerk of the Board of Education
San Ysidro School District

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST INTERIM FINANCIAL REPORT 2022-23

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 2022-23 First Interim Financial Report for the Governing Board's review and approval.

The 2022-23 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 2022-23 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 2022-2023 Budget? ☐ Yes ☐ No

Requisition #

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

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

San Ysidro School District EST - 1887

QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

FIRST INTERIM BUDGET REPORT

2022-2023

Regular Board Meeting
December 12, 2022

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, 2022 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 (2021-22) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since 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	52,550,278.00	54,857,465.00	9,603,934.64	54,857,465.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	40,000.00	0.00	40,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	760,881.36	802,545.36	12,379.11	802,545.36	0.00	0.0%
4) Other Local Revenue		8600-8799	65,000.00	65,000.00	30,591.27	65,000.00	0.00	0.0%
5) TOTAL, REVENUES			53,376,159.36	55,765,010.36	9,646,905.02	55,765,010.36		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	21,402,475.85	21,589,335.85	6,473,448.01	21,589,335.85	0.00	0.0%
2) Classified Salaries		2000-2999	6,664,926.29	7,529,926.29	2,814,920.43	7,529,926.29	0.00	0.0%
3) Employee Benefits		3000-3999	10,353,063.24	10,009,725.47	3,281,949.13	10,009,725.47	0.00	0.0%
4) Books and Supplies		4000-4999	1,111,550.00	975,838.55	447,218.34	975,838.55	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	5,202,250.00	4,968,850.00	2,257,951.26	4,968,850.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	55,000.00	48,002.00	55,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	291,000.00	291,000.00	24,590.00	291,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(310,059.90)	(844,439.59)	0.00	(844,439.59)	0.00	0.0%
9) TOTAL, EXPENDITURES			44,715,205.48	44,575,236.57	15,348,079.17	44,575,236.57		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			8,660,953.88	11,189,773.79	(5,701,174.15)	11,189,773.79		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(8,818,804.30)	(9,506,359.86)	0.00	(9,506,359.86)	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(8,818,804.30)	(9,506,359.86)	0.00	(9,506,359.86)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(157,850.42)	1,683,413.93	(5,701,174.15)	1,683,413.93		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	5,105,673.11	5,105,673.11		5,105,673.11	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,105,673.11	5,105,673.11		5,105,673.11		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,105,673.11	5,105,673.11		5,105,673.11		
2) Ending Balance, June 30 (E + F1e)			4,947,822.69	6,789,087.04		6,789,087.04		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	50,000.00	50,000.00		50,000.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	2,744,406.00	1,961,000.00		1,961,000.00		
Supplemental/Concentration carryover	0000	9780	*1,300,000.00*					
ADA Overstatement Repayment (16-17)	0000	9780	*554,052.00*					
ADA Overstatement Repayment (16-17)	1100	9780	*535,948.00*					
Textbook Adoption	1100	9780	*354,406.00*					
16-17 ADA Overstatement Repayment	0000	9780		*1,361,000.00*				
Textbook Adoption	1100	9780		*600,000.00*				
ADA Overstatement Repayment (16-17)	0000	9780				*1,361,000.00*		
Textbook Adoption	1100	9780				*600,000.00*		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	2,153,415.36	2,835,763.00		2,835,763.00		
Unassigned/Unappropriated Amount		9790	1.33	1,942,324.04		1,942,324.04		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	26,567,978.00	26,724,232.00	8,330,022.00	26,724,232.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	818,690.00	829,021.00	210,504.00	829,021.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	128,032.00	128,457.00	0.00	128,457.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	22,689,164.00	24,176,301.00	95,840.44	24,176,301.00	0.00	0.0%
Unsecured Roll Taxes		8042	632,736.00	813,031.00	777,015.19	813,031.00	0.00	0.0%
Prior Years' Taxes		8043	8,889.00	(30,609.00)	(11,452.86)	(30,609.00)	0.00	0.0%
Supplemental Taxes		8044	591,967.00	690,090.00	202,005.87	690,090.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(139,089.00)	(48,460.00)	0.00	(48,460.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,251,911.00	1,575,402.00	0.00	1,575,402.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			52,550,278.00	54,857,465.00	9,603,934.64	54,857,465.00	0.00	0.0%
LCFF Transfers								

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)
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			52,550,278.00	54,857,465.00	9,603,934.64	54,857,465.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	40,000.00	0.00	40,000.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	40,000.00	0.00	40,000.00	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%

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)
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	134,309.36	136,825.36	0.00	136,825.36	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	626,572.00	665,720.00	12,379.11	665,720.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			760,881.36	802,545.36	12,379.11	802,545.36	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	2,290.95	0.00	0.00	0.0%
Interest		8660	65,000.00	65,000.00	27,765.32	65,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%

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)
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		
All Other Local Revenue		8699	0.00	0.00	535.00	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			65,000.00	65,000.00	30,591.27	65,000.00	0.00	0.0%
TOTAL, REVENUES			53,376,159.36	55,765,010.36	9,646,905.02	55,765,010.36	0.00	0.0%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	18,778,667.43	18,400,527.43	5,585,799.61	18,400,527.43	0.00	0.0%
Certificated Pupil Support Salaries		1200	674,627.88	814,627.88	182,155.24	814,627.88	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	1,949,180.54	2,374,180.54	705,493.16	2,374,180.54	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			21,402,475.85	21,589,335.85	6,473,448.01	21,589,335.85	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	1,810.20	0.00	0.00	0.0%
Classified Support Salaries		2200	2,731,342.52	3,029,842.52	1,206,134.36	3,029,842.52	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	601,377.47	601,377.47	204,930.65	601,377.47	0.00	0.0%
Clerical, Technical and Office Salaries		2400	2,522,898.72	2,633,898.72	1,006,655.78	2,633,898.72	0.00	0.0%
Other Classified Salaries		2900	809,307.58	1,264,807.58	395,389.44	1,264,807.58	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			6,664,926.29	7,529,926.29	2,814,920.43	7,529,926.29	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	3,785,605.59	3,494,730.59	1,178,914.20	3,494,730.59	0.00	0.0%
PERS		3201-3202	1,544,911.67	1,714,911.67	539,586.01	1,714,911.67	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	823,388.71	828,828.71	289,255.66	828,828.71	0.00	0.0%
Health and Welfare Benefits		3401-3402	3,048,250.00	2,808,250.00	941,654.24	2,808,250.00	0.00	0.0%
Unemployment Insurance		3501-3502	143,866.13	145,741.13	46,177.06	145,741.13	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	661,509.14	671,731.37	232,567.02	671,731.37	0.00	0.0%
OPEB, Allocated		3701-3702	345,532.00	345,532.00	53,194.94	345,532.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	600.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			10,353,063.24	10,009,725.47	3,281,949.13	10,009,725.47	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	50,000.00	50,000.00	39,396.10	50,000.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	11,036.46	0.00	0.00	0.0%
Materials and Supplies		4300	903,550.00	767,838.55	314,037.12	767,838.55	0.00	0.0%
Noncapitalized Equipment		4400	158,000.00	158,000.00	82,748.66	158,000.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,111,550.00	975,838.55	447,218.34	975,838.55	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	30,900.00	30,900.00	4,357.02	30,900.00	0.00	0.0%
Dues and Memberships		5300	46,350.00	46,350.00	23,913.08	46,350.00	0.00	0.0%
Insurance		5400-5450	1,500,000.00	1,500,000.00	1,094,983.92	1,500,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,420,000.00	1,420,000.00	447,778.01	1,420,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	590,000.00	590,000.00	182,035.61	590,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,485,700.00	1,252,300.00	473,825.84	1,252,300.00	0.00	0.0%
Communications		5900	129,300.00	129,300.00	31,057.78	129,300.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			5,202,250.00	4,968,850.00	2,257,951.26	4,968,850.00	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	55,000.00	48,002.00	55,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	55,000.00	48,002.00	55,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	20,000.00	20,000.00	24,590.00	20,000.00	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)
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						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	271,000.00	271,000.00	0.00	271,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			291,000.00	291,000.00	24,590.00	291,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(128,438.00)	(662,817.69)	0.00	(662,817.69)	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(181,621.90)	(181,621.90)	0.00	(181,621.90)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(310,059.90)	(844,439.59)	0.00	(844,439.59)	0.00	0.0%
TOTAL, EXPENDITURES			44,715,205.48	44,575,236.57	15,348,079.17	44,575,236.57	0.00	0.0%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								

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%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(8,818,804.30)	(9,506,359.86)	0.00	(9,506,359.86)	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(8,818,804.30)	(9,506,359.86)	0.00	(9,506,359.86)	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(8,818,804.30)	(9,506,359.86)	0.00	(9,506,359.86)	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	175,814.00	175,814.00	0.00	175,814.00	0.00	0.0%
2) Federal Revenue		8100-8299	5,884,689.08	14,937,077.79	177,783.22	14,937,077.79	0.00	0.0%
3) Other State Revenue		8300-8599	8,108,456.21	14,821,896.00	2,319,078.99	14,821,896.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,077,543.00	4,651,487.81	1,205,292.70	4,651,487.81	0.00	0.0%
5) TOTAL, REVENUES			18,246,502.29	34,586,275.60	3,702,154.91	34,586,275.60		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	6,654,840.61	12,728,261.94	2,607,228.28	12,728,261.94	0.00	0.0%
2) Classified Salaries		2000-2999	4,463,296.03	6,314,601.03	1,825,873.76	6,314,601.03	0.00	0.0%
3) Employee Benefits		3000-3999	7,732,427.36	8,997,662.82	1,773,420.67	8,997,662.82	0.00	0.0%
4) Books and Supplies		4000-4999	913,402.34	4,237,485.48	904,070.10	4,237,485.48	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	7,072,902.25	12,368,704.94	1,428,942.46	12,368,704.94	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	4,540,678.00	136,935.21	4,540,678.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	128,438.00	662,817.69	0.00	662,817.69	0.00	0.0%
9) TOTAL, EXPENDITURES			27,065,306.59	49,950,211.90	8,676,470.48	49,950,211.90		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(8,818,804.30)	(15,363,936.30)	(4,974,315.57)	(15,363,936.30)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	8,818,804.30	9,506,359.86	0.00	9,506,359.86	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			8,818,804.30	9,506,359.86	0.00	9,506,359.86		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	(5,857,576.44)	(4,974,315.57)	(5,857,576.44)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	12,133,443.71	12,133,443.71		12,133,443.71	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,133,443.71	12,133,443.71		12,133,443.71		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,133,443.71	12,133,443.71		12,133,443.71		
2) Ending Balance, June 30 (E + F1e)			12,133,443.71	6,275,867.27		6,275,867.27		
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		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	12,133,443.71	6,275,867.27		6,275,867.27		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	175,814.00	175,814.00	0.00	175,814.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			175,814.00	175,814.00	0.00	175,814.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Special Education Entitlement		8181	868,487.00	868,487.00	0.00	868,487.00	0.00	0.0%
Special Education Discretionary Grants		8182	85,379.00	85,379.00	49,969.00	85,379.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	1,331,084.00	2,738,641.00	0.00	2,738,641.00	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	161,000.00	394,542.00	0.00	394,542.00	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	299,883.00	488,891.00	0.00	488,891.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	300,318.00	873,887.60	88,394.22	873,887.60	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	2,838,538.08	9,487,250.19	39,420.00	9,487,250.19	0.00	0.0%
TOTAL, FEDERAL REVENUE			5,884,689.08	14,937,077.79	177,783.22	14,937,077.79	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	249,860.00	262,372.00	13,595.99	262,372.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	7,858,596.21	14,559,524.00	2,305,483.00	14,559,524.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			8,108,456.21	14,821,896.00	2,319,078.99	14,821,896.00	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	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%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	1,000,000.00	1,034,202.81	258,550.70	1,034,202.81	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	539,742.00	75,000.00	539,742.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	3,077,543.00	3,077,543.00	871,742.00	3,077,543.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,077,543.00	4,651,487.81	1,205,292.70	4,651,487.81	0.00	0.0%
TOTAL, REVENUES			18,246,502.29	34,586,275.60	3,702,154.91	34,586,275.60	0.00	0.0%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	5,716,719.24	10,743,175.27	2,240,891.99	10,743,175.27	0.00	0.0%
Certificated Pupil Support Salaries		1200	559,934.59	1,606,899.89	219,828.70	1,606,899.89	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	378,186.78	378,186.78	146,457.59	378,186.78	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	50.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			6,654,840.61	12,728,261.94	2,607,228.28	12,728,261.94	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	2,644,014.06	4,668,165.06	1,178,622.56	4,668,165.06	0.00	0.0%
Classified Support Salaries		2200	948,883.71	553,407.71	351,116.65	553,407.71	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	360,301.65	232,622.65	125,278.26	232,622.65	0.00	0.0%
Clerical, Technical and Office Salaries		2400	480,096.61	380,405.61	168,536.52	380,405.61	0.00	0.0%
Other Classified Salaries		2900	30,000.00	480,000.00	2,319.77	480,000.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,463,296.03	6,314,601.03	1,825,873.76	6,314,601.03	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	4,194,945.90	5,397,417.17	477,711.15	5,397,417.17	0.00	0.0%
PERS		3201-3202	1,156,272.06	1,371,729.06	391,171.23	1,371,729.06	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	427,182.61	396,461.39	176,816.62	396,461.39	0.00	0.0%
Health and Welfare Benefits		3401-3402	1,625,000.00	1,477,101.00	599,153.88	1,477,101.00	0.00	0.0%
Unemployment Insurance		3501-3502	55,716.00	62,154.69	22,129.30	62,154.69	0.00	0.0%
Workers' Compensation		3601-3602	273,310.79	292,799.51	106,438.49	292,799.51	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			7,732,427.36	8,997,662.82	1,773,420.67	8,997,662.82	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	249,860.00	249,860.00	0.00	249,860.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	44,083.83	36,791.01	44,083.83	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Materials and Supplies		4300	663,542.34	3,153,541.65	765,239.23	3,153,541.65	0.00	0.0%
Noncapitalized Equipment		4400	0.00	790,000.00	102,039.86	790,000.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			913,402.34	4,237,485.48	904,070.10	4,237,485.48	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	15,119.00	248,661.00	14,457.85	248,661.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	8,868.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	750,000.00	983,400.00	127,928.21	983,400.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	6,307,783.25	11,136,643.94	1,277,688.40	11,136,643.94	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,072,902.25	12,368,704.94	1,428,942.46	12,368,704.94	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	4,540,678.00	136,935.21	4,540,678.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	4,540,678.00	136,935.21	4,540,678.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	128,438.00	662,817.69	0.00	662,817.69	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			128,438.00	662,817.69	0.00	662,817.69	0.00	0.0%
TOTAL, EXPENDITURES			27,065,306.59	49,950,211.90	8,676,470.48	49,950,211.90	0.00	0.0%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	8,818,804.30	9,506,359.86	0.00	9,506,359.86	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			8,818,804.30	9,506,359.86	0.00	9,506,359.86	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			8,818,804.30	9,506,359.86	0.00	9,506,359.86	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	52,726,092.00	55,033,279.00	9,603,934.64	55,033,279.00	0.00	0.0%
2) Federal Revenue		8100-8299	5,884,689.08	14,977,077.79	177,783.22	14,977,077.79	0.00	0.0%
3) Other State Revenue		8300-8599	8,869,337.57	15,624,441.36	2,331,458.10	15,624,441.36	0.00	0.0%
4) Other Local Revenue		8600-8799	4,142,543.00	4,716,487.81	1,235,883.97	4,716,487.81	0.00	0.0%
5) TOTAL, REVENUES			71,622,661.65	90,351,285.96	13,349,059.93	90,351,285.96		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	28,057,316.46	34,317,597.79	9,080,676.29	34,317,597.79	0.00	0.0%
2) Classified Salaries		2000-2999	11,128,222.32	13,844,527.32	4,640,794.19	13,844,527.32	0.00	0.0%
3) Employee Benefits		3000-3999	18,085,490.60	19,007,388.29	5,055,369.80	19,007,388.29	0.00	0.0%
4) Books and Supplies		4000-4999	2,024,952.34	5,213,324.03	1,351,288.44	5,213,324.03	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	12,275,152.25	17,337,554.94	3,686,893.72	17,337,554.94	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	4,595,678.00	184,937.21	4,595,678.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	391,000.00	391,000.00	24,590.00	391,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(181,621.90)	(181,621.90)	0.00	(181,621.90)	0.00	0.0%
9) TOTAL, EXPENDITURES			71,780,512.07	94,525,448.47	24,024,549.65	94,525,448.47		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(157,850.42)	(4,174,162.51)	(10,675,489.72)	(4,174,162.51)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(157,850.42)	(4,174,162.51)	(10,675,489.72)	(4,174,162.51)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	17,239,116.82	17,239,116.82		17,239,116.82	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,239,116.82	17,239,116.82		17,239,116.82		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,239,116.82	17,239,116.82		17,239,116.82		
2) Ending Balance, June 30 (E + F1e)			17,081,266.40	13,064,954.31		13,064,954.31		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	50,000.00	50,000.00		50,000.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	12,133,443.71	6,275,867.27		6,275,867.27		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	2,744,406.00	1,961,000.00		1,961,000.00		
Supplemental/Concentration carryover	0000	9780	*1,300,000.00*					
ADA Overstatement Repayment (16-17)	0000	9780	*554,052.00*					
ADA Overstatement Repayment (16-17)	1100	9780	*535,948.00*					
Textbook Adoption	1100	9780	*354,406.00*					
16-17 ADA Overstatement Repayment	0000	9780		*1,361,000.00*				
Textbook Adoption	1100	9780		*600,000.00*				
ADA Overstatement Repayment (16-17)	0000	9780				*1,361,000.00*		
Textbook Adoption	1100	9780				*600,000.00*		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	2,153,415.36	2,835,763.00		2,835,763.00		
Unassigned/Unappropriated Amount		9790	1.33	1,942,324.04		1,942,324.04		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	26,567,978.00	26,724,232.00	8,330,022.00	26,724,232.00	0.00	0.0%
Education Protection Account State Aid - Current Year		8012	818,690.00	829,021.00	210,504.00	829,021.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	128,032.00	128,457.00	0.00	128,457.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	22,689,164.00	24,176,301.00	95,840.44	24,176,301.00	0.00	0.0%
Unsecured Roll Taxes		8042	632,736.00	813,031.00	777,015.19	813,031.00	0.00	0.0%
Prior Years' Taxes		8043	8,889.00	(30,609.00)	(11,452.86)	(30,609.00)	0.00	0.0%
Supplemental Taxes		8044	591,967.00	690,090.00	202,005.87	690,090.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(139,089.00)	(48,460.00)	0.00	(48,460.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,251,911.00	1,575,402.00	0.00	1,575,402.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF								
(50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			52,550,278.00	54,857,465.00	9,603,934.64	54,857,465.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	175,814.00	175,814.00	0.00	175,814.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			52,726,092.00	55,033,279.00	9,603,934.64	55,033,279.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	868,487.00	868,487.00	0.00	868,487.00	0.00	0.0%
Special Education Discretionary Grants		8182	85,379.00	85,379.00	49,969.00	85,379.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	1,331,084.00	2,738,641.00	0.00	2,738,641.00	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	161,000.00	394,542.00	0.00	394,542.00	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	299,883.00	488,891.00	0.00	488,891.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	300,318.00	873,887.60	88,394.22	873,887.60	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	2,838,538.08	9,527,250.19	39,420.00	9,527,250.19	0.00	0.0%
TOTAL, FEDERAL REVENUE			5,884,689.08	14,977,077.79	177,783.22	14,977,077.79	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%

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 State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	134,309.36	136,825.36	0.00	136,825.36	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	876,432.00	928,092.00	25,975.10	928,092.00	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	7,858,596.21	14,559,524.00	2,305,483.00	14,559,524.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			8,869,337.57	15,624,441.36	2,331,458.10	15,624,441.36	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	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%
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	2,290.95	0.00	0.00	0.0%
Interest		8660	65,000.00	65,000.00	27,765.32	65,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%

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)
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	1,000,000.00	1,034,202.81	258,550.70	1,034,202.81	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
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	539,742.00	75,535.00	539,742.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	3,077,543.00	3,077,543.00	871,742.00	3,077,543.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,142,543.00	4,716,487.81	1,235,883.97	4,716,487.81	0.00	0.0%
TOTAL, REVENUES			71,622,661.65	90,351,285.96	13,349,059.93	90,351,285.96	0.00	0.0%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	24,495,386.67	29,143,702.70	7,826,691.60	29,143,702.70	0.00	0.0%
Certificated Pupil Support Salaries		1200	1,234,562.47	2,421,527.77	401,983.94	2,421,527.77	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	2,327,367.32	2,752,367.32	851,950.75	2,752,367.32	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	50.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			28,057,316.46	34,317,597.79	9,080,676.29	34,317,597.79	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	2,644,014.06	4,668,165.06	1,180,432.76	4,668,165.06	0.00	0.0%
Classified Support Salaries		2200	3,680,226.23	3,583,250.23	1,557,251.01	3,583,250.23	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	961,679.12	834,000.12	330,208.91	834,000.12	0.00	0.0%
Clerical, Technical and Office Salaries		2400	3,002,995.33	3,014,304.33	1,175,192.30	3,014,304.33	0.00	0.0%
Other Classified Salaries		2900	839,307.58	1,744,807.58	397,709.21	1,744,807.58	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			11,128,222.32	13,844,527.32	4,640,794.19	13,844,527.32	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	7,980,551.49	8,892,147.76	1,656,625.35	8,892,147.76	0.00	0.0%
PERS		3201-3202	2,701,183.73	3,086,640.73	930,757.24	3,086,640.73	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	1,250,571.32	1,225,290.10	466,072.28	1,225,290.10	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)
Health and Welfare Benefits		3401-3402	4,673,250.00	4,285,351.00	1,540,808.12	4,285,351.00	0.00	0.0%
Unemployment Insurance		3501-3502	199,582.13	207,895.82	68,306.36	207,895.82	0.00	0.0%
Workers' Compensation		3601-3602	934,819.93	964,530.88	339,005.51	964,530.88	0.00	0.0%
OPEB, Allocated		3701-3702	345,532.00	345,532.00	53,194.94	345,532.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	600.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			18,085,490.60	19,007,388.29	5,055,369.80	19,007,388.29	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	299,860.00	299,860.00	39,396.10	299,860.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	44,083.83	47,827.47	44,083.83	0.00	0.0%
Materials and Supplies		4300	1,567,092.34	3,921,380.20	1,079,276.35	3,921,380.20	0.00	0.0%
Noncapitalized Equipment		4400	158,000.00	948,000.00	184,788.52	948,000.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,024,952.34	5,213,324.03	1,351,288.44	5,213,324.03	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	46,019.00	279,561.00	18,814.87	279,561.00	0.00	0.0%
Dues and Memberships		5300	46,350.00	46,350.00	23,913.08	46,350.00	0.00	0.0%
Insurance		5400-5450	1,500,000.00	1,500,000.00	1,094,983.92	1,500,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,420,000.00	1,420,000.00	456,646.01	1,420,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,340,000.00	1,573,400.00	309,963.82	1,573,400.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	7,793,483.25	12,388,943.94	1,751,514.24	12,388,943.94	0.00	0.0%
Communications		5900	129,300.00	129,300.00	31,057.78	129,300.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			12,275,152.25	17,337,554.94	3,686,893.72	17,337,554.94	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	4,540,678.00	136,935.21	4,540,678.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	55,000.00	48,002.00	55,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	4,595,678.00	184,937.21	4,595,678.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								

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)
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	120,000.00	120,000.00	24,590.00	120,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	271,000.00	271,000.00	0.00	271,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			391,000.00	391,000.00	24,590.00	391,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(181,621.90)	(181,621.90)	0.00	(181,621.90)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(181,621.90)	(181,621.90)	0.00	(181,621.90)	0.00	0.0%
TOTAL, EXPENDITURES			71,780,512.07	94,525,448.47	24,024,549.65	94,525,448.47	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								

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)
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%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2022-23 Projected Totals
2600	Expanded Learning Opportunities Program	3,210,660.55
3010	ESSA: Title I, Part A, Basic Grants Low-Income and Neglected	4,155.56
5640		.01
6266	Educator Effectiveness, FY 2021-22	47,813.57
6300	Lottery: Instructional Materials	719,803.47
6500	Special Education	2,801.72
6547	Special Education Early Intervention Preschool Grant	432,852.00
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	221,522.00
7121	Distance Learning California Advanced Services Fund	5,076.45
7311	Classified School Employee Professional Development Block Grant	33,138.00
7388	SB 117 COVID-19 LEA Response Funds	14,921.29
7425	Expanded Learning Opportunities (ELO) Grant	317,394.83
7510	Low-Performing Students Block Grant	71,929.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	535,329.60
9010	Other Restricted Local	658,469.22
Total, Restricted Balance		6,275,867.27

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	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.00	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.00	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
a) As of July 1 - Unaudited		9791	40,809.41	40,809.41		40,809.41	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			40,809.41	40,809.41		40,809.41		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			40,809.41	40,809.41		40,809.41		
2) Ending Balance, June 30 (E + F1e)			40,809.41	40,809.41		40,809.41		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	40,809.41	40,809.41		40,809.41		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
REVENUES								
Sale of Equipment and Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER SOURCES/USES								
SOURCES								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00		
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
8210	Student Activity Funds	40,809.41
Total, Restricted Balance		40,809.41

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	314,000.00	518,964.42	0.00	518,964.42	0.00	0.0%
3) Other State Revenue		8300-8599	1,299,219.86	1,669,947.00	0.00	1,669,947.00	0.00	0.0%
4) Other Local Revenue		8600-8799	84,889.00	82,780.73	1,415.27	82,780.73	0.00	0.0%
5) TOTAL, REVENUES			1,698,108.86	2,271,692.15	1,415.27	2,271,692.15		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	560,986.82	719,567.07	206,295.92	719,567.07	0.00	0.0%
2) Classified Salaries		2000-2999	495,759.62	497,259.62	186,824.62	497,259.62	0.00	0.0%
3) Employee Benefits		3000-3999	368,141.91	371,641.91	122,715.51	371,641.91	0.00	0.0%
4) Books and Supplies		4000-4999	160,000.00	469,052.91	5,549.59	469,052.91	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	39,737.61	140,687.74	5,400.00	140,687.74	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	73,482.90	73,482.90	0.00	73,482.90	0.00	0.0%
9) TOTAL, EXPENDITURES			1,698,108.86	2,271,692.15	526,785.64	2,271,692.15		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	(525,370.37)	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	(525,370.37)	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	404,990.76	404,990.76		404,990.76	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			404,990.76	404,990.76		404,990.76		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			404,990.76	404,990.76		404,990.76		
2) Ending Balance, June 30 (E + F1e)			404,990.76	404,990.76		404,990.76		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	404,990.76	404,990.76		404,990.76		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	314,000.00	422,580.25	0.00	422,580.25	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	96,384.17	0.00	96,384.17	0.00	0.0%
TOTAL, FEDERAL REVENUE			314,000.00	518,964.42	0.00	518,964.42	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	1,299,219.86	1,669,947.00	0.00	1,669,947.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,299,219.86	1,669,947.00	0.00	1,669,947.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	3,000.00	3,000.00	1,415.27	3,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	81,889.00	73,939.13	0.00	73,939.13	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	5,841.60	0.00	5,841.60	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			84,889.00	82,780.73	1,415.27	82,780.73	0.00	0.0%
TOTAL, REVENUES			1,698,108.86	2,271,692.15	1,415.27	2,271,692.15		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	442,686.98	538,686.98	152,959.28	538,686.98	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	118,299.84	180,880.09	53,336.64	180,880.09	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			560,986.82	719,567.07	206,295.92	719,567.07	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	305,225.49	305,225.49	107,475.30	305,225.49	0.00	0.0%
Classified Support Salaries		2200	138,955.29	140,455.29	48,621.29	140,455.29	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Clerical, Technical and Office Salaries		2400	51,578.84	51,578.84	30,728.03	51,578.84	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			495,759.62	497,259.62	186,824.62	497,259.62	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	98,863.44	98,863.44	34,114.12	98,863.44	0.00	0.0%
PERS		3201-3202	96,269.22	96,269.22	29,592.46	96,269.22	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	39,554.83	43,054.83	14,333.45	43,054.83	0.00	0.0%
Health and Welfare Benefits		3401-3402	100,700.00	100,700.00	33,115.23	100,700.00	0.00	0.0%
Unemployment Insurance		3501-3502	5,349.07	5,349.07	1,965.59	5,349.07	0.00	0.0%
Workers' Compensation		3601-3602	27,405.35	27,405.35	9,594.66	27,405.35	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			368,141.91	371,641.91	122,715.51	371,641.91	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	160,000.00	469,052.91	5,549.59	469,052.91	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			160,000.00	469,052.91	5,549.59	469,052.91	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	20,000.00	38,900.00	0.00	38,900.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	19,737.61	101,787.74	5,400.00	101,787.74	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			39,737.61	140,687.74	5,400.00	140,687.74	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	73,482.90	73,482.90	0.00	73,482.90	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			73,482.90	73,482.90	0.00	73,482.90	0.00	0.0%
TOTAL, EXPENDITURES			1,698,108.86	2,271,692.15	526,785.64	2,271,692.15		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

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

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,950,000.00	2,449,662.01	99,662.01	2,449,662.01	0.00	0.0%
3) Other State Revenue		8300-8599	356,574.00	356,574.00	0.00	356,574.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,000.00	4,000.00	2,168.28	4,000.00	0.00	0.0%
5) TOTAL, REVENUES			2,310,574.00	2,810,236.01	101,830.29	2,810,236.01		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	883,328.02	1,118,328.02	427,571.93	1,118,328.02	0.00	0.0%
3) Employee Benefits		3000-3999	460,509.29	460,509.29	166,956.09	460,509.29	0.00	0.0%
4) Books and Supplies		4000-4999	858,597.69	1,008,597.69	280,118.80	1,008,597.69	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	55,000.00	29,842.07	55,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	8,110.01	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	108,139.00	108,139.00	0.00	108,139.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,310,574.00	2,750,574.00	912,598.90	2,750,574.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	59,662.01	(810,768.61)	59,662.01		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	59,662.01	(810,768.61)	59,662.01		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	821,075.28	821,075.28		821,075.28	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			821,075.28	821,075.28		821,075.28		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			821,075.28	821,075.28		821,075.28		
2) Ending Balance, June 30 (E + F1e)			821,075.28	880,737.29		880,737.29		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	821,075.70	880,737.71		880,737.71		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	(.42)	(.42)		(.42)		
FEDERAL REVENUE								
Child Nutrition Programs		8220	1,950,000.00	2,449,662.01	99,662.01	2,449,662.01	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,950,000.00	2,449,662.01	99,662.01	2,449,662.01	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	356,574.00	356,574.00	0.00	356,574.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			356,574.00	356,574.00	0.00	356,574.00	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%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	4,000.00	4,000.00	2,168.28	4,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,000.00	4,000.00	2,168.28	4,000.00	0.00	0.0%
TOTAL, REVENUES			2,310,574.00	2,810,236.01	101,830.29	2,810,236.01		
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	685,627.59	920,627.59	369,450.59	920,627.59	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	133,226.89	133,226.89	33,830.02	133,226.89	0.00	0.0%
Clerical, Technical and Office Salaries		2400	64,473.54	64,473.54	24,291.32	64,473.54	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			883,328.02	1,118,328.02	427,571.93	1,118,328.02	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	203,738.81	203,738.81	68,961.51	203,738.81	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	63,260.85	63,260.85	29,322.58	63,260.85	0.00	0.0%
Health and Welfare Benefits		3401-3402	166,250.00	166,250.00	56,504.01	166,250.00	0.00	0.0%
Unemployment Insurance		3501-3502	4,589.29	4,589.29	2,144.82	4,589.29	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Workers' Compensation		3601-3602	22,670.34	22,670.34	10,023.17	22,670.34	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			460,509.29	460,509.29	166,956.09	460,509.29	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	22,531.75	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	858,597.69	1,008,597.69	257,587.05	1,008,597.69	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			858,597.69	1,008,597.69	280,118.80	1,008,597.69	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	127.00	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%
Operations and Housekeeping Services		5500	0.00	0.00	920.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	55,000.00	11,691.07	55,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	17,104.00	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	55,000.00	29,842.07	55,000.00	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	8,110.01	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	8,110.01	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	108,139.00	108,139.00	0.00	108,139.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			108,139.00	108,139.00	0.00	108,139.00	0.00	0.0%
TOTAL, EXPENDITURES			2,310,574.00	2,750,574.00	912,598.90	2,750,574.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%

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

Resource	Description	2022-23 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	405,281.72
5316	Child Nutrition: COVID CARES Act Supplemental Meal Reimbursement	7,834.50
5465	Child Nutrition: SNP COVID-19 Emergency Operational Costs Reimbursement (ECR)	32,476.75
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	99,662.01
5810	Other Restricted Federal	3,063.00
7027	Child Nutrition: COVID State Supplemental Meal Reimbursement	312,419.73
9010	Other Restricted Local	20,000.00
Total, Restricted Balance		880,737.71

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	100,000.00	100,000.00	43,177.45	100,000.00	0.00	0.0%
5) TOTAL, REVENUES			100,000.00	100,000.00	43,177.45	100,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	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	11,550.00	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	11,550.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			100,000.00	100,000.00	31,627.45	100,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			100,000.00	100,000.00	31,627.45	100,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	19,522,329.46	19,522,329.46		19,522,329.46	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,522,329.46	19,522,329.46		19,522,329.46		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,522,329.46	19,522,329.46		19,522,329.46		
2) Ending Balance, June 30 (E + F1e)			19,622,329.46	19,622,329.46		19,622,329.46		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	19,622,329.46	19,622,329.46		19,622,329.46		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	100,000.00	100,000.00	43,177.45	100,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			100,000.00	100,000.00	43,177.45	100,000.00	0.00	0.0%
TOTAL, REVENUES			100,000.00	100,000.00	43,177.45	100,000.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
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	11,550.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	11,550.00	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)
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	11,550.00	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 of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	19,622,329.46
Total, Restricted Balance		19,622,329.46

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	265,000.00	565,000.00	13,361.26	565,000.00	0.00	0.0%
5) TOTAL, REVENUES			265,000.00	565,000.00	13,361.26	565,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			265,000.00	565,000.00	13,361.26	565,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			265,000.00	565,000.00	13,361.26	565,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	4,499,013.50	4,499,013.50		4,499,013.50	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,499,013.50	4,499,013.50		4,499,013.50		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,499,013.50	4,499,013.50		4,499,013.50		
2) Ending Balance, June 30 (E + F1e)			4,764,013.50	5,064,013.50		5,064,013.50		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	4,764,013.50	5,064,013.50		5,064,013.50		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	15,000.00	15,000.00	10,101.85	15,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	250,000.00	550,000.00	3,259.41	550,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			265,000.00	565,000.00	13,361.26	565,000.00	0.00	0.0%
TOTAL, REVENUES			265,000.00	565,000.00	13,361.26	565,000.00		
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
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%
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								
Debt Service - Interest		7438	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 Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	5,064,013.50
Total, Restricted Balance		5,064,013.50

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,000.00	8,000.00	13,499.66	8,000.00	0.00	0.0%
5) TOTAL, REVENUES			8,000.00	8,000.00	13,499.66	8,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			8,000.00	8,000.00	13,499.66	8,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			8,000.00	8,000.00	13,499.66	8,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	6,100,991.55	6,100,991.55		6,100,991.55	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,100,991.55	6,100,991.55		6,100,991.55		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,100,991.55	6,100,991.55		6,100,991.55		
2) Ending Balance, June 30 (E + F1e)			6,108,991.55	6,108,991.55		6,108,991.55		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	6,108,991.55	6,108,991.55		6,108,991.55		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	8,000.00	8,000.00	13,499.66	8,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,000.00	8,000.00	13,499.66	8,000.00	0.00	0.0%
TOTAL, REVENUES			8,000.00	8,000.00	13,499.66	8,000.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								

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

Resource	Description	2022-23 Projected Totals
7710	State School Facilities Projects	8,000.00
9010	Other Restricted Local	6,100,991.55
Total, Restricted Balance		6,108,991.55

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	209.28	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	209.28	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	209.28	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	209.28	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	96,956.35	96,956.35		96,956.35	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			96,956.35	96,956.35		96,956.35		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			96,956.35	96,956.35		96,956.35		
2) Ending Balance, June 30 (E + F1e)			96,956.35	96,956.35		96,956.35		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	96,956.35	96,956.35		96,956.35		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	209.28	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	209.28	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	209.28	0.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%

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

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	96,956.35
Total, Restricted Balance		96,956.35

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,321,984.00	3,321,984.00	24,565.49	3,321,984.00	0.00	0.0%
5) TOTAL, REVENUES			3,321,984.00	3,321,984.00	24,565.49	3,321,984.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	3,018,100.00	3,018,100.00	2,345,177.14	3,018,100.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,018,100.00	3,018,100.00	2,345,177.14	3,018,100.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			303,884.00	303,884.00	(2,320,611.65)	303,884.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			303,884.00	303,884.00	(2,320,611.65)	303,884.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,963,875.82	3,963,875.82		3,963,875.82	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,963,875.82	3,963,875.82		3,963,875.82		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,963,875.82	3,963,875.82		3,963,875.82		
2) Ending Balance, June 30 (E + F1e)			4,267,759.82	4,267,759.82		4,267,759.82		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	4,267,759.82	4,267,759.82		4,267,759.82		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	3,314,984.00	3,314,984.00	21,686.73	3,314,984.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	7,000.00	7,000.00	2,878.76	7,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,321,984.00	3,321,984.00	24,565.49	3,321,984.00	0.00	0.0%
TOTAL, REVENUES			3,321,984.00	3,321,984.00	24,565.49	3,321,984.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	1,973,100.00	1,973,100.00	672,546.25	1,973,100.00	0.00	0.0%
Other Debt Service - Principal		7439	1,045,000.00	1,045,000.00	1,672,630.89	1,045,000.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,018,100.00	3,018,100.00	2,345,177.14	3,018,100.00	0.00	0.0%
TOTAL, EXPENDITURES			3,018,100.00	3,018,100.00	2,345,177.14	3,018,100.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	4,267,759.82
Total, Restricted Balance		4,267,759.82

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	4,093.45	4,145.11	3,827.51	4,145.11	0.00	0.0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	4,093.45	4,145.11	3,827.51	4,145.11	0.00	0.0%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	4,093.45	4,145.11	3,827.51	4,145.11	0.00	0.0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0.0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

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

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

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

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) — 2,821,537.59
2. Contracted general administrative positions not paid through payroll
   a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. — 0.00
   b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
   (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) — 64,002,443.81

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) — 4.41%

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. — 0.00

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) — 4,615,406.90
2. Centralized Data Processing, less portion charged to restricted resources or specific goals
   (Function 7700, objects 1000-5999, minus Line B10) — 1,193,515.48

3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	19,200.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only)	
(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	336,095.95
6. Facilities Rents and Leases (portion relating to general administrative offices only)	
(Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	6,164,218.33
9. Carry-Forward Adjustment (Part IV, Line F)	802,931.59
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	6,967,149.92
B. Base Costs	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	63,275,466.95
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	5,463,775.09
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	6,060,154.41
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	0.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	765,975.43
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only)	
(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	
resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	156,488.74
10. Centralized Data Processing (portion charged to restricted resources or specific goals only)	
(Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals	
except 0000 and 9000, objects 1000-5999)	200,000.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices)	
(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	7,285,127.42
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)	2,198,209.25
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	1,633,837.31
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	87,039,034.60
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)	7.08%
D. Preliminary Proposed Indirect Cost Rate	
(For final approved fixed-with-carry-forward rate for use in 2024-25 see www.cde.ca.gov/fg/ac/ic)	
(Line A10 divided by Line B19)	8.00%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect

cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	6,164,218.33
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	(1,087,670.14)
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (4.91%) times Part III, Line B19); zero if negative	802,931.59
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (4.91%) times Part III, Line B19) or (the highest rate used to recover costs from any program (6.62%) times Part III, Line B19); zero if positive	0.00
D. Preliminary carry-forward adjustment (Line C1 or C2)	802,931.59
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)	802,931.59

Approved indirect cost rate: 4.91%

Highest rate used in any program: 6.62%

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	3,060,395.00	150,265.00	4.91%
01	3010	2,636,373.00	102,268.00	3.88%
01	4035	387,007.00	7,535.00	1.95%
01	4127	357,538.00	4,600.00	1.29%
01	4203	474,856.00	14,035.00	2.96%
01	6537	341,769.31	20,027.69	5.86%
01	7435	7,415,203.00	364,087.00	4.91%
12	6105	1,599,464.10	73,482.90	4.59%
13	5310	1,633,837.31	108,139.00	6.62%

Section I - Expenditures	Funds 01, 09, and 62 Goals	Functions	Objects	2022-23 Expenditures
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	94,525,448.47
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	15,080,119.17
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	4,595,678.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	271,000.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100, 9200	7699, 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			0.00
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				4,866,678.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			0.00
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				74,578,651.30

Section II - Expenditures Per ADA	2022-23 Annual ADA/Exps. Per ADA
A. Average Daily Attendance (Form AI, Column C, sum of lines A6 and C9)*	3,827.51
B. Expenditures per ADA (Line I.E divided by Line II.A)	19,484.90

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	53,693,809.50	12,741.98
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	53,693,809.50	12,741.98
B. Required effort (Line A.2 times 90%)	48,324,428.55	11,467.78

C. Current year expenditures (Line I.E and Line II.B)	74,578,651.30	19,484.90
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2024-25 may be reduced by the lower of the two percentages)	0.00%	0.00%

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

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

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

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01I GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(181,621.90)				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
08I STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09I CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10I SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11I ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12I CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	73,482.90	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13I CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	108,139.00	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								
30I STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						

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
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								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76I WARRANT/PASS-THROUGH FUND								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
951 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	0.00	0.00	181,621.90	(181,621.90)	0.00	0.00		

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	54,857,465.00	1.71%	55,793,498.00	.51%	56,076,505.00
2. Federal Revenues	8100-8299	40,000.00	0.00%	40,000.00	0.00%	40,000.00
3. Other State Revenues	8300-8599	802,545.36	(2.69%)	780,994.00	(.82%)	774,553.00
4. Other Local Revenues	8600-8799	65,000.00	0.00%	65,000.00	0.00%	65,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(9,506,359.86)	5.00%	(9,981,678.00)	5.00%	(10,480,762.00)
6. Total (Sum lines A1 thru A5c)		46,258,650.50	.95%	46,697,814.00	(.48%)	46,475,296.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				21,589,335.85		22,021,122.85
b. Step & Column Adjustment				431,787.00		440,422.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	21,589,335.85	2.00%	22,021,122.85	2.00%	22,461,544.85
2. Classified Salaries						
a. Base Salaries				7,529,926.29		7,680,525.29
b. Step & Column Adjustment				150,599.00		153,610.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	7,529,926.29	2.00%	7,680,525.29	2.00%	7,834,135.29
3. Employee Benefits	3000-3999	10,009,725.47	1.81%	10,191,288.00	1.52%	10,346,007.00
4. Books and Supplies	4000-4999	975,838.55	22.08%	1,191,256.00	9.59%	1,305,551.00
5. Services and Other Operating Expenditures	5000-5999	4,968,850.00	8.07%	5,369,878.00	7.38%	5,766,171.00
6. Capital Outlay	6000-6999	55,000.00	2.58%	56,419.00	2.20%	57,660.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	291,000.00	.18%	291,516.00	.15%	291,967.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(844,439.59)	2.58%	(866,226.00)	2.20%	(885,283.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		44,575,236.57	3.05%	45,935,779.14	2.70%	47,177,753.14
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		1,683,413.93		762,034.86		(702,457.14)
D. FUND BALANCE						
1.Net Beginning Fund Balance(Form 01I, line F1e)		5,105,673.11		6,789,087.04		7,551,121.90
2. Ending Fund Balance (Sum lines C and D1)		6,789,087.04		7,551,121.90		6,848,664.76
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	1,961,000.00		1,090,000.00		891,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	2,835,763.00		2,160,567.00		2,210,793.00

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
2. Unassigned/Unappropriated	9790	1,942,324.04		4,250,554.90		3,696,871.76
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		6,789,087.04		7,551,121.90		6,848,664.76
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	2,835,763.00		2,160,567.00		2,210,793.00
c. Unassigned/Unappropriated	9790	1,942,324.04		4,250,554.90		3,696,871.76
(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				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)		4,778,087.04		6,411,121.90		5,907,664.76

F. ASSUMPTIONS

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

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	175,814.00	0.00%	175,814.00	0.00%	175,814.00
2. Federal Revenues	8100-8299	14,937,077.79	(82.33%)	2,640,121.00	0.00%	2,640,121.00
3. Other State Revenues	8300-8599	14,821,896.00	(54.43%)	6,754,716.00	(.04%)	6,752,178.00
4. Other Local Revenues	8600-8799	4,651,487.81	(11.60%)	4,111,746.00	0.00%	4,111,746.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	9,506,359.86	5.00%	9,981,678.00	5.00%	10,480,762.00
6. Total (Sum lines A1 thru A5c)		44,092,635.46	(46.33%)	23,664,075.00	2.10%	24,160,621.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				12,728,261.94		9,843,167.94
b. Step & Column Adjustment				254,565.00		196,863.34
c. Cost-of-Living Adjustment						
d. Other Adjustments				(3,139,659.00)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	12,728,261.94	(22.67%)	9,843,167.94	2.00%	10,040,031.28
2. Classified Salaries						
a. Base Salaries				6,314,601.03		4,764,814.03
b. Step & Column Adjustment				126,292.00		95,296.28
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,676,079.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	6,314,601.03	(24.54%)	4,764,814.03	2.00%	4,860,110.31
3. Employee Benefits	3000-3999	8,997,662.82	(24.38%)	6,804,389.00	.78%	6,857,653.00
4. Books and Supplies	4000-4999	4,237,485.48	(62.37%)	1,594,592.00	1.20%	1,613,728.00
5. Services and Other Operating Expenditures	5000-5999	12,368,704.94	(82.40%)	2,176,507.00	2.20%	2,224,390.00
6. Capital Outlay	6000-6999	4,540,678.00	(97.42%)	117,149.00	2.20%	119,727.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	100,000.00	2.58%	102,580.00	2.20%	104,837.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	662,817.69	2.58%	679,918.00	2.20%	694,877.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		49,950,211.90	(47.78%)	26,083,116.97	1.66%	26,515,353.59
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(5,857,576.44)		(2,419,041.97)		(2,354,732.59)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		12,133,443.71		6,275,867.27		3,856,825.30
2. Ending Fund Balance (Sum lines C and D1)		6,275,867.27		3,856,825.30		1,502,092.71
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	6,275,867.27		3,856,825.30		1,502,092.71
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		6,275,867.27		3,856,825.30		1,502,092.71
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 other adjustments is tied to carryover budgets for grants suche as Title I, Title II, Title III, Title IV, ESSER III, ELO-G, etc.

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	55,033,279.00	1.70%	55,969,312.00	.51%	56,252,319.00
2. Federal Revenues	8100-8299	14,977,077.79	(82.11%)	2,680,121.00	0.00%	2,680,121.00
3. Other State Revenues	8300-8599	15,624,441.36	(51.77%)	7,535,710.00	(.12%)	7,526,731.00
4. Other Local Revenues	8600-8799	4,716,487.81	(11.44%)	4,176,746.00	0.00%	4,176,746.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		90,351,285.96	(22.12%)	70,361,889.00	.39%	70,635,917.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				34,317,597.79		31,864,290.79
b. Step & Column Adjustment				686,352.00		637,285.34
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(3,139,659.00)		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	34,317,597.79	(7.15%)	31,864,290.79	2.00%	32,501,576.13
2. Classified Salaries						
a. Base Salaries				13,844,527.32		12,445,339.32
b. Step & Column Adjustment				276,891.00		248,906.28
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,676,079.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	13,844,527.32	(10.11%)	12,445,339.32	2.00%	12,694,245.60
3. Employee Benefits	3000-3999	19,007,388.29	(10.58%)	16,995,677.00	1.22%	17,203,660.00
4. Books and Supplies	4000-4999	5,213,324.03	(46.56%)	2,785,848.00	4.79%	2,919,279.00
5. Services and Other Operating Expenditures	5000-5999	17,337,554.94	(56.47%)	7,546,385.00	5.89%	7,990,561.00
6. Capital Outlay	6000-6999	4,595,678.00	(96.22%)	173,568.00	2.20%	177,387.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	391,000.00	.79%	394,096.00	.69%	396,804.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(181,621.90)	2.58%	(186,308.00)	2.20%	(190,406.00)
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)		94,525,448.47	(23.81%)	72,018,896.11	2.32%	73,693,106.73
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(4,174,162.51)		(1,657,007.11)		(3,057,189.73)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01I, line F1e)		17,239,116.82		13,064,954.31		11,407,947.20
2. Ending Fund Balance (Sum lines C and D1)		13,064,954.31		11,407,947.20		8,350,757.47
3. Components of Ending Fund Balance (Form 01I)						
a. Nonspendable	9710-9719	50,000.00		50,000.00		50,000.00
b. Restricted	9740	6,275,867.27		3,856,825.30		1,502,092.71
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	1,961,000.00		1,090,000.00		891,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	2,835,763.00		2,160,567.00		2,210,793.00

Description	Object Codes	Projected Year Totals (Form 01I) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
2. Unassigned/Unappropriated	9790	1,942,324.04		4,250,554.90		3,696,871.76
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		13,064,954.31		11,407,947.20		8,350,757.47
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	2,835,763.00		2,160,567.00		2,210,793.00
c. Unassigned/Unappropriated	9790	1,942,324.04		4,250,554.90		3,696,871.76
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)		4,778,087.04		6,411,121.90		5,907,664.76
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		5.05%		8.90%		8.02%
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)		3,827.51		3,789.23		3,751.34
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		94,525,448.47		72,018,896.11		73,693,106.73
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)		94,525,448.47		72,018,896.11		73,693,106.73
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)		2,835,763.45		2,160,566.88		2,210,793.20
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)		2,835,763.45		2,160,566.88		2,210,793.20
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

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

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

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since 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 (2022-23)				
District Regular	4,093.45	4,145.11		
Charter School	0.00	0.00		
Total ADA	**4,093.45**	**4,145.11**	**1.3%**	**Met**
1st Subsequent Year (2023-24)				
District Regular	3,995.02	4,021.87		
Charter School				
Total ADA	**3,995.02**	**4,021.87**	**.7%**	**Met**
2nd Subsequent Year (2024-25)				
District Regular	3,870.58	3,885.87		
Charter School				
Total ADA	**3,870.58**	**3,885.87**	**.4%**	**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 Budget Adoption (Form 01CS, Item 3B)	Enrollment First Interim CBEDS/Projected	Percent Change	Status
Current Year (2022-23)				
District Regular	4,197.00	4,262.00		
Charter School				
Total Enrollment	**4,197.00**	**4,262.00**	**1.5%**	**Met**
1st Subsequent Year (2023-24)				
District Regular	4,113.00	4,177.00		
Charter School				
Total Enrollment	**4,113.00**	**4,177.00**	**1.6%**	**Met**
2nd Subsequent Year (2024-25)				
District Regular	4,031.00	4,093.00		
Charter School				
Total Enrollment	**4,031.00**	**4,093.00**	**1.5%**	**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 (2019-20)			
District Regular	4,203	4,475	
Charter School			
Total ADA/Enrollment	**4,203**	**4,475**	**93.9%**
Second Prior Year (2020-21)			
District Regular	4,203	4,419	
Charter School			
Total ADA/Enrollment	**4,203**	**4,419**	**95.1%**
First Prior Year (2021-22)			
District Regular	3,850	4,264	
Charter School			
Total ADA/Enrollment	**3,850**	**4,264**	**90.3%**
		Historical Average Ratio:	93.1%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**93.6%**

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2022-23)				
District Regular	3,828	4,262		
Charter School	0			
Total ADA/Enrollment	**3,828**	**4,262**	**89.8%**	**Met**
1st Subsequent Year (2023-24)				
District Regular	3,789	4,177		
Charter School				
Total ADA/Enrollment	**3,789**	**4,177**	**90.7%**	**Met**
2nd Subsequent Year (2024-25)				
District Regular	3,751	4,093		
Charter School				
Total ADA/Enrollment	**3,751**	**4,093**	**91.6%**	**Met**

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

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

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

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

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089) Budget Adoption (Form 01CS, Item 4B)	First Interim Projected Year Totals	Percent Change	Status
Current Year (2022-23)	52,550,278.00	54,857,465.00	4.4%	Not Met
1st Subsequent Year (2023-24)	53,784,117.00	55,793,498.00	3.7%	Not Met
2nd Subsequent Year (2024-25)	54,229,715.00	56,076,505.00	3.4%	Not Met

4B. Comparison of District LCFF Revenue to the Standard

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

1a. STANDARD NOT MET - Projected LCFF revenue has changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

This criteria is NOT MET because the LCFF Calculation includes an LCFF Investment percentage. At Adopted Budget, this LCFF Investment percentage was 3% and at First Interim this percentage has increased to 6.70%.

5. CRITERION: Salaries and Benefits

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

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

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

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2019-20)	37,212,130.62	41,249,279.41	90.2%
Second Prior Year (2020-21)	33,682,496.10	37,659,157.24	89.4%
First Prior Year (2021-22)	35,468,081.80	41,576,314.58	85.3%
		Historical Average Ratio:	88.3%

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3%	3%	3%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**85.3% to 91.3%**	**85.3% to 91.3%**	**85.3% to 91.3%**

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

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

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01I, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 01I, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Current Year (2022-23)	39,128,987.61	44,575,236.57	87.8%	Met
1st Subsequent Year (2023-24)	39,892,936.14	45,935,779.14	86.8%	Met
2nd Subsequent Year (2024-25)	40,641,687.14	47,177,753.14	86.1%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

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

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the 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 (2022-23)	5,884,689.08	14,977,077.79	154.5%	Yes
1st Subsequent Year (2023-24)	3,046,151.00	2,680,121.00	-12.0%	Yes
2nd Subsequent Year (2024-25)	3,046,151.00	2,680,121.00	-12.0%	Yes

Explanation: (required if Yes) The 21-22 carryover budgets are included in the First Interim Report for 22-23. For the subsequent years, the 21-22 carryover amounts have been reversed.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2022-23)	8,869,337.57	15,624,441.36	76.2%	Yes
1st Subsequent Year (2023-24)	4,297,625.00	7,535,710.00	75.3%	Yes
2nd Subsequent Year (2024-25)	4,280,162.00	7,526,731.00	75.9%	Yes

Explanation: (required if Yes) The 21-22 carryover budgets are included in the First Interim Report for 22-23. For the subsequent years, the 21-22 carryover amounts have been reversed.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2022-23)	4,142,543.00	4,716,487.81	13.9%	Yes
1st Subsequent Year (2023-24)	4,142,543.00	4,176,746.00	.8%	No
2nd Subsequent Year (2024-25)	4,142,543.00	4,176,746.00	.8%	No

Explanation: (required if Yes) The 21-22 carryover budgets are included in the First Interim Report for 22-23. For the subsequent years, the 21-22 carryover amounts have been reversed.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2022-23)	2,024,952.34	5,213,324.03	157.5%	Yes
1st Subsequent Year (2023-24)	2,048,039.00	2,785,848.00	36.0%	Yes
2nd Subsequent Year (2024-25)	2,047,425.00	2,919,279.00	42.6%	Yes

Explanation: (required if Yes) The 21-22 carryover budgets are included in the First Interim Report for 22-23. For the subsequent years, the 21-22 carryover amounts have been reversed.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2022-23)	12,275,152.25	17,337,554.94	41.2%	Yes
1st Subsequent Year (2023-24)	9,432,619.00	7,546,385.00	-20.0%	Yes
2nd Subsequent Year (2024-25)	9,618,442.00	7,990,561.00	-16.9%	Yes

Explanation: (required if Yes) The 21-22 carryover budgets are included in the First Interim Report for 22-23. For the subsequent years, the 21-22 carryover amounts have been reversed.

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 (2022-23)	18,896,569.65	35,318,006.96	86.9%	Not Met
1st Subsequent Year (2023-24)	11,486,319.00	14,392,577.00	25.3%	Not Met
2nd Subsequent Year (2024-25)	11,468,856.00	14,383,598.00	25.4%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2022-23)	14,300,104.59	22,550,878.97	57.7%	Not Met
1st Subsequent Year (2023-24)	11,480,658.00	10,332,233.00	-10.0%	Not Met
2nd Subsequent Year (2024-25)	11,665,867.00	10,909,840.00	-6.5%	Not Met

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

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

1a. STANDARD NOT MET - One or more projected operating revenue have changed since 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 21-22 carryover budgets are included in the First Interim Report for 22-23. For the subsequent years, the 21-22 carryover amounts have been reversed.

Explanation: Other State Revenue (linked from 6A if NOT met)

The 21-22 carryover budgets are included in the First Interim Report for 22-23. For the subsequent years, the 21-22 carryover amounts have been reversed.

Explanation: Other Local Revenue (linked from 6A if NOT met)

The 21-22 carryover budgets are included in the First Interim Report for 22-23. For the subsequent years, the 21-22 carryover amounts have been reversed.

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 21-22 carryover budgets are included in the First Interim Report for 22-23. For the subsequent years, the 21-22 carryover amounts have been reversed.

Explanation: Services and Other Exps (linked from 6A if NOT met)

The 21-22 carryover budgets are included in the First Interim Report for 22-23. For the subsequent years, the 21-22 carryover amounts have been reversed.

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. Statutes exclude the following resource codes from the total general fund expenditures calculation: 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 5316, 7027, and 7690.

DATA ENTRY: Enter the Required Minimum Contribution if 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	2,875,862.00	2,875,862.77	Met
2.	Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		2,192,462.77	

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

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

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

8. **CRITERION: Deficit Spending**

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

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

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

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

DATA ENTRY: All data are extracted or calculated.

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District's Available Reserve Percentages (Criterion 10C, Line 9)	5.1%	8.9%	8.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	**1.7%**	**3.0%**	**2.7%**

8B. Calculating the District's Deficit Spending Percentages

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

	Projected Year Totals			
Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01I, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 01I, Objects 1000-7999) (Form MYPI, Line B11)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Current Year (2022-23)	1,683,413.93	44,575,236.57	N/A	Met
1st Subsequent Year (2023-24)	762,034.86	45,935,779.14	N/A	Met
2nd Subsequent Year (2024-25)	(702,457.14)	47,177,753.14	1.5%	Met

8C. Comparison of District Deficit Spending to the Standard

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

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

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

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

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

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

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 01I, Line F2) (Form MYPI, Line D2)	Status
Current Year (2022-23)	13,064,954.31	Met
1st Subsequent Year (2023-24)	11,407,947.20	Met
2nd Subsequent Year (2024-25)	8,350,757.47	Met

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

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

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

Explanation:
(required if NOT met)

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

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

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

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2022-23)	10,570,931.00	Met

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

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

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

Explanation:
(required if NOT met)

10. CRITERION: Reserves

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

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

Percentage Level	District ADA	
5% or $75,000 (greater of)	0	to 300
4% or $75,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

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

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

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

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	3,827.51	3,789.23	3,751.34
District's Reserve Standard Percentage Level:	**3%**	**3%**	**3%**

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

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

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

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

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

	Current Year Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

		Current Year Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Expenditures and Other Financing Uses (Form 01I, objects 1000-7999) (Form MYPI, Line B11)	94,525,448.47	72,018,896.11	73,693,106.73
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)	94,525,448.47	72,018,896.11	73,693,106.73
4.	Reserve Standard Percentage Level	3%	3%	3%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	2,835,763.45	2,160,566.88	2,210,793.20

6.	Reserve Standard - by Amount ($75,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7.	**District's Reserve Standard** **(Greater of Line B5 or Line B6)**	**2,835,763.45**	**2,160,566.88**	**2,210,793.20**

10C. Calculating the District's Available Reserve Amount

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

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	2,835,763.00	2,160,567.00	2,210,793.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	1,942,324.04	4,250,554.90	3,696,871.76
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	4,778,087.04	6,411,121.90	5,907,664.76
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	5.05%	8.90%	8.02%
District's Reserve Standard (Section 10B, Line 7):	**2,835,763.45**	**2,160,566.88**	**2,210,793.20**
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 (2022-23)	(8,818,804.30)	(9,506,359.86)	7.8%	687,555.56	Not Met
1st Subsequent Year (2023-24)	(9,083,368.00)	(9,981,678.00)	9.9%	898,310.00	Not Met
2nd Subsequent Year (2024-25)	(9,355,869.00)	(10,480,762.00)	12.0%	1,124,893.00	Not Met
1b. Transfers In, General Fund *					
Current Year (2022-23)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2022-23)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since 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. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since budget adoption by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation: (required if NOT met)

The district projects an increase to the Special Education Program. This program is not fully funded by the State or Federal government. Therefore, contributions are ongoing.

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 commitments[1] and their annual required payment for the current fiscal year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

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

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

DATA ENTRY: If 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? — No

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

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2022-23
Capital Leases				
Certificates of Participation	27	Fund 49	Fund 52	36,230,000
General Obligation Bonds	32	Fund 21	Fund 51	139,506,091
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Funds 0100, 1200, 1300	Funds 0100, 1200, 1300	528,915
Other Long-term Commitments (do not include OPEB):				
Pension Liability		Fund 0100	Fund 0100	60,679,543
ADA Overstatement Repayment	6	Fund 0100	Fund 0100	1,361,000
TOTAL:				238,305,549

Type of Commitment (continued)	Prior Year (2021-22) Annual Payment (P & I)	Current Year (2022-23) Annual Payment (P & I)	1st Subsequent Year (2023-24) Annual Payment (P & I)	2nd Subsequent Year (2024-25) Annual Payment (P & I)
Capital Leases				
Certificates of Participation	3,240,875	3,069,544	3,104,492	3,021,742
General Obligation Bonds	10,873,920	11,367,867	9,650,783	9,416,932
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Pension Liability				
ADA Overstatement Repayment	712,378	270,390	270,390	270,390

Total Annual Payments:	14,827,173	14,707,801	13,025,665	12,709,064
Has total annual payment increased over prior year (2021-22)?		No	No	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

Explanation:
(Required if Yes to increase in total annual payments)

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

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

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

No

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

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since 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	18,191,841.00	18,578,137.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00	0.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	18,191,841.00	18,578,137.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.	Jun 30, 2021	Jun 30, 2022

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 (2022-23)	685,722.00	449,870.00
1st Subsequent Year (2023-24)	812,290.00	561,069.00
2nd Subsequent Year (2024-25)	943,103.00	669,675.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2022-23)	345,532.00	345,532.00
1st Subsequent Year (2023-24)	409,128.00	320,448.00
2nd Subsequent Year (2024-25)	433,774.00	374,239.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2022-23)	345,532.00	345,532.00
1st Subsequent Year (2023-24)	409,128.00	320,448.00
2nd Subsequent Year (2024-25)	433,774.00	374,239.00
d. Number of retirees receiving OPEB benefits		
Current Year (2022-23)	35	28
1st Subsequent Year (2023-24)	35	28
2nd Subsequent Year (2024-25)	35	28

4. Comments:

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

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. 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

2 Self-Insurance Liabilities

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs		0.00
b. Unfunded liability for self-insurance programs		

3 Self-Insurance Contributions

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2022-23)		
1st Subsequent Year (2023-24)		
2nd Subsequent Year (2024-25)		
b. Amount contributed (funded) for self-insurance programs		
Current Year (2022-23)		
1st Subsequent Year (2023-24)		
2nd Subsequent Year (2024-25)		

4 Comments:

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since 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) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of certificated (non-management) full-time-equivalent (FTE) positions	204.0	265.2	255.0	255.0

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 (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

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

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits	311,570	

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
7. Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	2,650,000	2,550,000	2,550,000
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year	5.0%	0.0%	0.0%

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 (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	527,500	538,000	549,000
3. Percent change in step & column over prior year	2.0%	2.0%	2.0%

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

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are savings from attrition included in the interim and MYPs?	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) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of classified (non-management) FTE positions	204.0	217.5	207.0	207.0

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 (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

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

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits 132,083

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
7. Amount included for any tentative salary schedule increases	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	2,070,000	2,070,000	2,070,000
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	5.0%	0.0%	0.0%

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 (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	297,000	302,500	309,000
3.	Percent change in step & column over prior year	2.0%	2.0%	2.0%

Classified (Non-management) Attrition (layoffs and retirements)

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2.	Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes that have occurred since 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) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of management, supervisor, and confidential FTE positions	28.0	30.0	29.0	29.0

1a. Have any salary and benefit negotiations been settled since 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

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
2.	Salary settlement:			
	Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
	Total cost of salary settlement			
	Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3.	Cost of a one percent increase in salary and statutory benefits	48,000

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
4.	Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	300,000	290,000	290,000
3.	Percent of H&W cost paid by employer			
4.	Percent projected change in H&W cost over prior year	5.0%	0.0%	0.0%

Management/Supervisor/Confidential Step and Column Adjustments

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2.	Cost of step & column adjustments	81,300	83,000	84,600
3.	Percent change in step and column over prior year	2.0%	2.0%	2.0%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

		Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Are costs of other benefits included in the interim and MYPs?	No	No	No
2.	Total cost of other benefits			
3.	Percent change in cost of other benefits over prior year			

S9. **Status of Other Funds**

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

S9A. Identification of Other Funds with Negative Ending Fund Balances

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

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

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

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

ADDITIONAL FISCAL INDICATORS

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

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

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

Comments:
(optional)

End of School District First Interim Criteria and Standards Review

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 22/23-0032 DESIGNATING STAFF TO SIGN 2023-2024 CONTRACT DOCUMENTS AND CONTINUED FUNDING APPLICATION FOR THE PRESCHOOL AND CHILD DEVELOPMENT PROGRAM

BACKGROUND INFORMATION:
Adopting a resolution is required to certify the approval of the San Ysidro Elementary School District Governing Board to enter into contract with the California State Department of Education for the purpose of providing Preschool & Child Development Programs for children three and four years of age during the fiscal year 2023-2024.

RECOMMENDATION:
Adopt Resolution No. 22/23-0032.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

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

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

RESOLUTION NO. 22/23-0032

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2023–24, the Continuing Funding Application, and all related contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of
San Ysidro Elementary School District

authorizes that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Gina A. Potter, Ed.D.	Superintendent	
Marilyn Adrianzen	Chief Business Official	

PASSED AND ADOPTED THIS 12 day of December, 2022 (month, year), by the Governing Board of San Ysidro Elementary School District of San Diego County, in the State of California.

I, _____, Clerk of the Governing Board of San Ysidro Elementary School District, of San Diego, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Governing Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____ December 12, 2022
(Clerk's Signature) (Date)

PERSONNEL

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE OUT OF CLASS WORK PERFORMED BY EMPLOYEE #143839

BACKGROUND INFORMATION:
The San Ysidro School District and California School Employees Association enter into this Memorandum of Understanding regarding the out of class work performed by employee #143839. The employee has served in the position of Warehouse Distribution Associate since April 1, 2020. Then the employee was reclassified on June 16, 2020 with a revised job description to include duties related to Delivery Person. Lastly, the employee was performing duties related to Delivery Person from April 1, 2020 through June 15, 2022 without receiving out of class compensation.

This employee shall receive a one-time payment of $2,500 to address the out of class duties performed from April 1, 2020 through June 15, 2022.

RECOMMENDATION:
Approve the Memorandum of Understanding between San Ysidro District and California School Employees Association regarding the out of class work performed by employee #143839.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	--

$2,500	
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 154

Memorandum of Understanding

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the San Ysidro School District (hereinafter, "District") and the California School Employees Association and its Chapter #154 (hereinafter, "CSEA").

WHEREAS, the parties have come together to address out of class work performed by employee #143839.

WHEREAS, employee #143839 has served in the position of Warehouse Distribution Associate since April 1, 2020.

WHEREAS, employee #143839 was reclassified on June 16, 2022 with a revised job description to include duties related to Delivery Person.

WHEREAS, employee #143839 was performing duties related to Delivery Person from April 1, 2020 through June 15, 2022 without receiving out of class compensation.

THEREFORE, IT IS AGREED THAT:

1. Employee #143839 shall receive a one-time payment of $2,500 to address the out of class duties performed from April 1, 2020 through June 15, 2022.

2. This agreement is non-precedent setting and nothing in this agreement is intended to establish a past practice.

Dated: December 5, 2022

District:

Linda Olea
Executive Director of Human Resources
San Ysidro School District

CSEA:

Fernanda Rios
CSEA Chapter President, San Ysidro #154

Alfredo Alvarez,
Labor Relations Representative

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING TRANSPORTATION PLAN UNDER CALIFORNIA EDUCATION CODE 39800.1

BACKGROUND INFORMATION:
The San Ysidro School District and California School Employees Association enter into this Memorandum of Understanding in order to memorialize a commitment to CSEA regarding Transportation Plan Per California Education Code 39800.1. The District recognizes CSEA as a stakeholder regarding the Transportation Plan Per California Education Code 39800.1, and will involve CSEA in the creation of the transportation plan in accordance with this MOU.

RECOMMENDATION:
Approve the Memorandum of Understanding between San Ysidro District and California School Employees Association regarding the Transportation Plan per California Education Code 39800.1

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	--

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

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

MEMORANDUM OF UNDERSTANDING
SAN YSIDRO SCHOOL DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
SAN YSIDRO CHAPTER #154
Transportation Plan California Education Code §39800.1
December 5, 2022

This Memorandum of Understanding (hereinafter "MOU") is between the San Ysidro School District (hereinafter "District") and the California School Employees Association and its San Ysidro Chapter #154 (hereinafter "CSEA"). The purpose of this MOU is to memorialize a commitment to CSEA regarding Transportation Plan Per California Education Code §39800.1. The District and CSEA referred together (hereinafter "Parties") agree as follows:

1. The District recognizes CSEA as a stakeholder regarding the Transportation Plan Per California Education Code §39800.1.

2. The District will invite CSEA representatives including its assigned Labor Relations Representative to represent CSEA in stakeholder meetings.

3. The District will provide ten (10) days of advance notice to CSEA of any and all stakeholder meetings.

4. The District will include CSEA in all communications relating to the development of the District's Transportation Plan.

5. The District will provide reasonable release time to CSEA representatives to attend stakeholder meetings.

6. The District agrees to bargain with CSEA prior to the implementation and School Board adoption of any item within CSEA's scope of representation that may be affected by the Transportation Plan

7. The District agrees to provide CSEA requested information regarding the Transportation Plan within five (5) business days of receiving a written request.

8. This agreement shall be ratified or approved by their respective body.

Dated: December 5, 2022

District:

Linda Olea
Executive Director of Human Resources
San Ysidro School District

CSEA:

Fernanda Rios
CSEA Chapter President, San Ysidro #154

Alfredo Alvarez,
Labor Relations Representative

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Human Resources
Linda Olea, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE SUPPLEMENTAL RETIREMENT PLAN (SRP)

BACKGROUND INFORMATION:
The San Ysidro School District and California School Employees Association enter into this Memorandum of Understanding regarding the Supplemental Retirement Plan (SRP) in which it has been determined that it was in the best financial interest of the District and its employees to provide a SRP through Public Agency Retirement Services (PARS) to eligible employees who wish to voluntarily exercise their option to separate District Service.

RECOMMENDATION:
Approve the Memorandum of Understanding between San Ysidro District and California School Employees Association regarding the Supplemental Retirement Plan (SRP).

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	--

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

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

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN YSIDRO SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS SAN YSIDRO CHAPTER #154
December 5, 2022

The San Ysidro School District ("District") and the California School Employees Association and its San Ysidro Chapter #154 ("CSEA") hereby enter into this Memorandum of Understanding ("MOU") regarding the Supplemental Retirement Plan (SRP).

RECITALS

WHEREAS, it was determined that it was in the best financial interest of the District and its employees to provide a Supplemental Retirement Plan (SRP) through Public Agency Retirement Services (PARS) to eligible employees who wish to voluntarily exercise their option to separate District Service; and

WHEREAS, the parties had a full opportunity to negotiate that provisions and impacts and effects of the SRP; and

WHEREAS, the District Board of Trustees adopted Resolution No. 22/23-0026 tentatively implementing the SRP subject to the District meeting the requisite number of retirements for each employee group;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The parties agree to implementation of the SRP as set forth in the Plan Summary attached as Exhibit 1 to this MOU subject to the District meeting the requisite number of retirements for each employee group.

2. The District acknowledges that it will be bringing forward to the Board for approval an adjustment to the number of resignations required for the SRP plan for the part-time classified group. The plan will be adjusted to grant 100% of final pay for 5 or more part-time classified employees and 70% of final pay for 3-4 part-time classified employees.

3. The parties agree that if any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable to any extent, it will not affect the enforceability of the remaining provisions and the court shall enforce the affected provision and all remaining provisions to the fullest extent permitted by law.

4. This agreement is non-precedent setting and nothing in this agreement is intended to establish a past practice.

Dated: December 5, 2022

District:

Linda Olea
Executive Director of Human Resources
San Ysidro School District

CSEA:

Fernanda Rios
CSEA Chapter President, San Ysidro #154

Alfredo Alvarez,
Labor Relations Representative

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Smythe Elementary
Marlo Vasquez, Interim Principal

☐ Informational
☒ Action

AGENDA ITEM: LICENSE SUBSCRIPTION WITH RENAISSANCE LEARNING, INC. FOR THE FRECKLE MATH PROGRAM

BACKGROUND INFORMATION:
Freckle Math program provides teachers with the best differentiation platform, so they can teach students at the level that is best for them. It offers math materials covering K-9 standards. Students start off with a diagnostic, and after that they work with problems at their own skill level. Students build math fact fluency by evaluating their ability to recall the basic facts in all four operations, accurately and quickly.

The Interim Principal at Smythe Elementary School is requesting approval to renew the Freckle Math Student subscription from Renaissance Learning, Inc.

Term: December 1, 2022, to November 30, 2023.

RECOMMENDATION:
Approve the license subscription from Renaissance Learning, Inc. for the Freckle Math Student program for Smythe Elementary at the total cost of $8,100.00 from the ESSER III Funds.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$8,100.00	ESSER Funds
(Amount)	(Name of funding source and/or location)

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

RENAISSANCE

Invoice

2911 PEACH STREET, WISCONSIN RAPIDS, Wisconsin 54494-1905
Phone (800) 338-4204 | Fax (800)788-1272
Tax I.D. #39-1559474

Invoice Number: INV5273112
Invoice Date: 11/01/2022
Bill To Number: 270700

Bill To
SMYTHE ELEMENTARY SCHOOL
1880 SMYTHE AVE
SAN YSIDRO CA 92173-1518
United States

Terms	PO #
Net 30	RENEWAL

Qty Ord	Item Num	Item Description	Tax (Y/N)	Discount	Ext. Price
540	FRMATHSUB	Freckle Math Student Subscription	N	0.00	8,100.00

Total Gross	Discount	Tax	Total Net	Payments Applied	Total Amount Due
8,100.00	0.00	0.00	8,100.00	$0.00	USD $8,100.00

Please include **invoice number** with your payment.

Send Payment to

By Check:

Renaissance
PO Box 64910
St. Paul, MN 55164-0910

By Wire:

Bank: Wells Fargo Bank, N.A.
420 Montgomery St.
San Francisco, CA 94104
ABA/Routing: 121000248
SWIFT Code: WFBIUS6S
Account Name: Renaissance Learning, Inc.
Account #: 4945088771

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: EXTENDED TERM OF THE LICENSE AGREEMENT WITH FLASHLIGHT LEARNING, LLC.

BACKGROUND INFORMATION:

Flashlight360 was designed as an assets-oriented tool for supporting educators, parents, and students in growing productive language. It provides a user-friendly, formative evidence-based system for teaching, monitoring, and assessing language with four simple steps:

1. Student asynchronously and independently completes the language assessment
2. Teacher uses the Simple Productive Language Scoring Rubric to score student responses and provide feedback to students
3. Teacher uses the Standards-Aligned Goal-Setting System to co-create goals for each student in speaking and writing
4. Teachers use the Actionable Data Dashboard gathered from student evidence to inform their lesson planning.

This 1-year license agreement was originally approved by our Governing Board on November 18, 2021, with the cost of $17,500.00 from the Title III fund. The term of this program has been extended by Flashlight Learning, LLC until June 30, 2023, at no additional cost.

RECOMMENDATION:

Approve the extended term of the license agreement with Flashlight Learning, LLC for the Flashlight360 Program at no additional cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

☐ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☒ **Other – Extended Term**

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

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

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

flashlight learning

November 15, 2022

San Ysidro EL team,

We appreciate your partnership with Flashlight Learning to help serve your language learners. We are excited to see the impact Flashlight 360 can have for your teachers and on the progress of your students.

Because we value our partnership, we are extending the expiration date of your Flashlight 360 licenses from November of 2022 through June of 2023 at no additional charge. If you have any questions, please feel free to reach out to me at andrew@flashlight360.com.

Sincerely,

Andrew Brandt
Chief Operating Officer,
Flashlight Learning, Inc.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: EDUCATIONAL FIELD TRIP TO THE SDCOE'S LINDA VISTA INNOVATION CENTER

BACKGROUND INFORMATION:

About three years ago, SDCOE bought the Linda Vista Innovation Center and transformed it into a design-thinking hub where students from districts and schools across the county can go through a future-ready bootcamp of hands-on exploration into different career fields, e-sports, and robotics, while exercising their critical-thinking skills.

Educational Services is requesting approval to send approximately 145 sixth grade students and teachers, from Vista Del Mar Middle School to an Educational Field trip to the SDCOE's Linda Vista Innovation Center. Students will be split in three groups and will participate on the following dates:
Group 1: January 23-26, 2023
Group 2: January 30 – February 2, 2023
Group 3: February 6-9, 2023

Cost implications include $6,000.00 for transportation services.

RECOMMENDATION:

Approve the educational field trips to the SDCOE's Linda Vista Innovation Center for sixth grade students from Vista Del Mar Middle at the total cost of $6,000.00 for transportation fees from Supplemental & Concentration Fund.

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.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$6,000.00	Supplemental & Concentration Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:
In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the December 12, 2022, Board meeting:

- Budget Perspectives Workshop by Capitol Advisors
- CABE 2023: 48th Annual Conference
- California Association of School Transportation Officials State Conference
- CALSA Focus on Results 2023: Building Bridges Together
- CSNO 73rd Annual Conference – Moving Forward Rejuvenated and Resilient
- ELPAC: What's New for Testing
- Learning and Innovation Summit
- Lunch Assistant Training for Nutrition, Professional Standards, Resources and Reports
- Official Industrial SWPPP Development
- Olive Wood – Cooking Class and Gardening Center
- Project GLAD Part 1: Research and Theory Foundations
- School Nutrition Association Conference – Training for Management Level Topics
- Servsafe Management Certificate
- SNS Credentials Exam and Course
- Social Emotional Learning through Literature (SEL)
- SSC Governor's Budget Workshop
- Student Discipline Workshop
- The Student Acceleration Summit
- Transportation Administrator Course
-

Cost implications might include Registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

RECOMMENDATION:
Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Actions: 1.15, 1.16 and 1.25 ~ Goal 2: English Language and Academic Language Development – Action: 2.4 ~ Goal 4: Social Emotional Well-being and Mental Health – Action 4.7

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	
$77,911.00	General, Title I PD, Title III & KIT funds
(Amount)	(Name of funding source and/or location)

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

Professional Development Backup Information – December 12, 2022

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Marilyn Adrianzen	Budget Perspectives Workshop by Capitol Advisors	SDCOE	January 23, 2023	$0	N/A
Board Members: Irene Lopez, Rudy Lopez, Zenaida Rosario, DELAC parents & Teachers (TBD)	CABE 2023: 48th Annual Conference	Long Beach, CA	March 22-25, 2023	$42,000.00 (Registration, lodging, mileage, meals & parking)	Title III Fund
Jose Iniguez	California Association of School Transportation Officials State Conference	Burbank, CA	February 25-27, 2023	$549.00	General Fund
Cynthia Gonzalez	CALSA Focus on Results 2023: Building Bridges Together	Monterey, CA	January 27-29, 2023	$3,500.00	General Fund
Anita Gillchrest	CSNO 73rd Annual Conference – Moving Forward Rejuvenated and Resilient	Riverside, CA	February 16-19 2023	$1,680.00	General Fund
Carolina Hernandez	ELPAC: What's New for Testing?	Online	December 15, 2022	$50.00	Title I PD Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Adriana Aguilar, Elva De Baca, Sandra Guzman, Carolina Hernandez, Cynthia Mosqueda, Marianna Rochin, Josefina Villegas	Learning and Innovation Summit	SDCOE	February 4, 2023	$525.00	Title I PD Fund
Up to 30 Child Nutrition Staff (TBD)	Lunch Assist-Training for Nutrition, Professional Standards, Resources and Reports	Online	By the end of the 2022-23 School Year	$2,985.00	KIT Fund
Jose Iniguez	Official Industrial SWPPP Development	Online	April 12, 2023	$599.00	General Fund
Up to 30 Child Nutrition Staff (TBD)	Olive Wood – Cooking Class and Gardening Center	National City	March 24, 2023	$8,200.00	KIT Fund
Maria Carriedo, Elizabeth Gomez, Sandra Guzman, Ana Hurtado, Cynthia Mosqueda, Sylvia Mayer, Carmen Puga, Patricia Sortdesanz, Benjamin Wayne, Ann Cardoza, Steven Clemensen, Leonore Garcia, Jake Rubio, Whitney Wright, Corryna Aldecoa, Carmen Blanco, Blanca Castillo, Nora Macias Santos, Cecilia Villanueva	Project GLAD Part 1: Research and Theory Foundations	Online	December 8-9, 2022 January 3-6, 2023 April 11-14, 2023	$11,130.00 (Registration fees + teacher compensation)	Title I PD and Title III Funds

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Sadeer Sahib, Ana Bush	School Nutrition Association Conference – Training for Management Level Topics	San Diego	January 15-17, 2023	$3,250.00	KIT Fund
Sadeer Sahib	Servsafe Management Certificate	Online	By the end of 2022-23	$160.00	KIT Fund
Sadeer Sahib	SNS Credentials Exam and Course	San Diego	January 14, 2023	$500.00	KIT Fund
Marilyn Adrianzen, LCAP/DBAC Members TBD	SSC Governor's Budget Workshop	Long Beach, CA	January 19, 2023	$TBA	General Fund
Russell Little, Veronica Medina, Denise Villezcas	Student Discipline Workshop	El Centro, CA	January 20, 2023	$783.00	General Fund
Adriana Aguilar, Cynthia Mosqueda	The Student Acceleration Summit	San Diego	November 30, 2022	$800.00	Title I PD Fund
Jose Iniguez	Transportation Administrator Course	West Sacramento	October 30 – November 3, 2023	$1,200.00	General Fund

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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, 2022 through November 30, 2022): ▪ General Fund: 0000009351-0000009352, 0000009355-0000009360, 0000009362-0000009390, 0000009392-0000009427▪ Child Development Fund ▪ 0000009353 ▪ Child Nutrition Fund ▪ 0000009361.

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period November 1, 2022 through November 30, 2022. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2022-2023 Budget? ☒ Yes ☐ No

Requisition #

$1,145,106.34
(Amount)

As listed above
(Name of funding source and/or location)

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

PURCHASE ORDER REPORT (11/01/22 - 11/30/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
11/1/2022	0000009351	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	$ 426.26
11/1/2022	0000009352	0000000531	SUPERIOR RAIN GUTTERS AND AWNING, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 8,742.00
11/2/2022	0000009355	004084	RUSSELL SIGLER, INC	MAINTENANCE EQUIPMENT	0100	8150000	4400000	070	$ 1,600.09
11/2/2022	0000009356	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	$ 375.77
11/2/2022	0000009357	0000000531	SUPERIOR RAIN GUTTERS AND AWNING, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 2,552.00
11/2/2022	0000009358	0000000338	MAXIM HEALTHCARE SERVICES, INC	PROFESSIONAL SERVICES	0100	3213000	5800010	050	$ 60,000.00
11/3/2022	0000009359	0000000811	HIMS, INC	CONTRACTED SERVICES	0100	6500200	4300001	054	$ 2,470.00
11/3/2022	0000009360	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	016	$ 305.89
11/4/2022	0000009362	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	012	$ 382.85
11/4/2022	0000009363	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	$ 247.25
11/4/2022	0000009364	004683	ALLSTATE SECURITY SERVICES	CONTRACTED SERVICES	0100	0000000	5800000	071	$ 20,000.00
11/4/2022	0000009365	0000000531	SUPERIOR RAIN GUTTERS AND AWNING, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 5,208.00
11/4/2022	0000009366	003852	NCS PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	$ 452.55
11/4/2022	0000009366	003852	NCS PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	$ 424.27
11/4/2022	0000009367	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	$ 125.37
11/4/2022	0000009368	004164	N2Y INC	CONTRACTED SERVICES	0100	6500000	5800010	054	$ 5,250.00
11/7/2022	0000009369	001161	HOME DEPOT	MAINTENANCE EQUIPMENT	0100	0000000	4300000	025	$ 386.78
11/7/2022	0000009370	0000000783	KAMI	LICENSE FEES	0100	3213000	5800006	010	$ 891.00
11/7/2022	0000009371	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL SERVICES	0100	0000000	5800002	063	$ 263.81
11/8/2022	0000009372	0000000748	GOGUARDIAN	CONTRACTED SERVICES	0100	3010000	5800006	025	$ 2,263.10
11/8/2022	0000009373	004698	DOCUMENT TRACKING SERVICES,	CONTRACTED SERVICES	0100	0000000	5800010	061	$ 2,500.00
11/8/2022	0000009374	0000000859	PERFECTION ON WHEELS	CONTRACTED SERVICES	0100	3010000	5800010	020	$ 1,797.00
11/8/2022	0000009375	004711	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 1,475.00
11/8/2022	0000009376	000258	PARADIGM HEALTHCARE SERVICES	PROFESSIONAL SERVICES	0100	0490000	5800010	054	$ 10,000.00
11/9/2022	0000009377	0000000699	EL POLLO GRILL INC	REFRESHMENTS	0100	0300020	4300015	020	$ 1,748.00
11/9/2022	0000009378	002722	YMCA OF SAN DIEGO COUNTY	PROFESSIONAL SERVICES	0100	7425000	5800010	061	$ 694,480.00
11/9/2022	0000009379	002682	BENCHMARK EDUCATION COMPANY	CONTRACTED SERVCIES	0100	3213000	4300001	054	$ 25,469.50
11/9/2022	0000009380	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 72.41
11/9/2022	0000009380	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	$ 63.36
11/9/2022	0000009381	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	022	$ 107.73
11/10/2022	0000009382	001278	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 641.00
11/10/2022	0000009383	0000000921	AZTEC FIRE & SAFETY, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 15,900.00
11/14/2022	0000009384	0000000922	SUPERSONIC DETAILING INC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 6,750.00
11/14/2022	0000009385	0000000922	SUPERSONIC DETAILING INC	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 4,000.00
11/17/2022	0000009386	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	3010003	5200003	061	$ 20.00
11/17/2022	0000009387	003249	CABE SD SOUTH COUNTY	REGISTRATION FEES	0100	3010004	5200003	061	$ 1,400.00
11/17/2022	0000009387	003249	CABE SD SOUTH COUNTY	REGISTRATION FEES	0100	4203000	5200003	061	$ 1,200.00
11/17/2022	0000009388	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	$ 537.67
11/21/2022	0000009389	0000000919	KEARNY MESA FORD & KIA	MAINTENANCE VEHICLES	0100	8150000	6400000	070	$ 97,500.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
11/21/2022	0000009390	0000000488	DOLLARDAYS INTERNATIONAL, INC.	MATERIALS AND SUPPLIES	0100	5630000	4300001	050	$ 4,616.01
11/21/2022	0000009392	001161	HOME DEPOT	CUSTODIAL EQUIPMENT	0100	0000000	4300020	069	$ 2,679.79
11/21/2022	0000009393	002355	I B TROPHIES & AWARDS	OFFICE MATERIAL	0100	0000000	4300011	025	$ 59.27
11/21/2022	0000009394	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIAL	0100	6500000	4300003	054	$ 259.05
11/21/2022	0000009395	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	018	$ 202.54
11/21/2022	0000009396	002308	PRO ED	INSTRUCTIONAL MATERIAL	0100	6500000	4300003	054	$ 851.23
11/21/2022	0000009397	004056	OPTIMUM FLOORCARE	CUSTODIAL EQUIPMENT	0100	0000000	4400000	069	$ 1,282.23
11/21/2022	0000009398	0000000924	SAN DIEGO METALS LLC	GROUNDS SUPPLIES	0100	8150000	4300007	070	$ 1,000.00
11/21/2022	0000009399	0000000259	CHARACTER COUNTS! SERVICE CORP	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	020	$ 619.42
11/21/2022	0000009400	0000000745	SCREENCASTIFY, LLC	CONTRACTED SERVICES	0100	0000000	5800006	067	$ 6,475.00
11/21/2022	0000009401	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300011	025	$ 53.88
11/21/2022	0000009401	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	3010005	4300000	050	$ 484.88
11/22/2022	0000009402	0000000435	GEARY PACIFIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4400000	070	$ 2,172.94
11/22/2022	0000009403	0000000779	TRAFERA, LLC	TECHNOLOGY MATERIAL	0100	0000000	5800006	067	$ 3,400.00
11/22/2022	0000009404	001785	CHULA VISTA PHOTO STUDIO	CONTRACTED SERVICES	0100	0000000	4300011	063	$ 119.63
11/22/2022	0000009405	000814	COUNTY OF SAN DIEGO	CONTRACTED SERVICES	0100	0000000	5800004	063	$ 27,000.00
11/22/2022	0000009406	0000000459	SAN DIEGO STAGE & LIGHTING SUPPLY	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 2,260.90
11/22/2022	0000009407	0000000783	KAMI	INSTRUCTIONAL MATERIAL	0100	3213000	5800006	010	$ 990.00
11/22/2022	0000009408	001012	CDW GOVERNMENT LLC	TECHNOLOGY MATERIAL	0100	0000000	5800006	067	$ 133.00
11/22/2022	0000009409	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	016	$ 5,743.60
11/22/2022	0000009410	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	0000000	4300000	012	$ 3,147.88
11/22/2022	0000009411	0000000719	WEST COAST FIRE	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 572.00
11/22/2022	0000009412	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	2600000	4300001	061	$ 205.35
11/22/2022	0000009413	0000000926	LEGAL BOOKS DISTRIBUTING	INSTRUCTIONAL MATERIAL	0100	0000000	4300000	050	$ 53.82
11/22/2022	0000009414	004084	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	$ 1,600.09
11/22/2022	0000009415	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	012	$ 2,155.00
11/22/2022	0000009416	000041	BEAR COMMUNICATIONS, INC.	OFFICE MATERIAL	0100	0000000	4300000	025	$ 3,147.88
11/22/2022	0000009417	000409	SAN DIEGO UNION-TRIBUNE	ADVERTISEMENTS	0100	0000000	5800007	071	$ 1,418.80
11/22/2022	0000009418	000809	OFFICE DEPOT	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	016	$ 1,613.02
11/28/2022	0000009419	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	$ 413.10
11/28/2022	0000009420	001161	HOME DEPOT	MATERIALS AND SUPPLIES	0100	0300020	4300000	020	$ 644.34
11/28/2022	0000009421	004678	AMAZON.COM, INC.	MATERIALS AND SUPPLIES	0100	0000000	4300000	012	$ 601.91
11/28/2022	0000009422	0000000911	KYO AUTISM THERAPY, LLC	PROFESSIONAL SERVICES	0100	0000000	5800155	054	$ 25,000.00
11/29/2022	0000009423	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	012	$ 1,437.53
11/30/2022	0000009424	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	$ 4,918.18
11/30/2022	0000009425	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	$ 6,497.14
11/30/2022	0000009426	0000000755	THRASHER TERMITE & PEST CONTROL OF	CONTRACTED SERVICES	0100	8150000	5500007	068	$ 50,648.00
11/30/2022	0000009427	003192	WALMART	REFRESHMENTS	0100	0300020	4300015	020	$ 600.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
							Total for 0100		**$ 1,143,106.07**
11/1/2022	0000009353	0000000698	WESTED	INSTRUCTIONAL MATERIAL	1200	9024002	4300001	076	$ 1,300.00
							Total for 1200		**$ 1,300.00**
11/4/2022	0000009361	004678	AMAZON.COM, INC.	CAFETERIA SUPPLIES	1300	5310000	4300026	085	$ 700.27
							Total 1300		**$ 700.27**
							Grand Total		**$ 1,145,106.34**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** December 12, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:
The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of November 1, 2022 through November 30, 2022 with checks #14-952351 through #14-959465 for a total expenditure of $1,802,924.80 from the following sources:

General Fund - $1,570,336.18
Child Nutrition Services- $163,096.77
Building Fund Prop39-Measures U- $69,491.85

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of November 1, 2022 through November 30, 2022 for a total expenditure of $1,802,924.80. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,802,924.80	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Expenditure Report
11/1/22-11/30/22

Warrant ID	Name	Date	Warrant Amount	Fund	Description
14952351	MRC SMART TECHNOLOGY SOLUTIONS	11/3/2022	10805.37	0100	MAINTENANCE AGREEMENT
14952352	MAXIM HEALTHCARE SERVICES, INC	11/3/2022	43803.39	0100	PROFESSIONAL SERVICES
14952353	HORIZON DISTRIBUTORS	11/3/2022	1387.37	0100	GROUND SUPPLIES
14952354	TRANSFINDER CORPORATION	11/3/2022	5500.00	0100	CONTRACTED SERVICES
14952355	SAN DIEGO GAS & ELECTRIC	11/3/2022	119070.65	0100	UTILITIES
14952356	HAWTHORNE MACHINERY	11/3/2022	1112.09	0100	CONTRACTED SERVICES
14952357	SAFEWAY INC. -VONS DIVISION	11/3/2022	199.75	0100	REFRESHMENTS
14952358	OFFICE DEPOT	11/3/2022	329908.95	0100	COVID SUPPLIES
14952359	REPUBLIC SERVICES	11/3/2022	18431.46	0100	UTILITIES
14952360	EWING IRRIGATION	11/3/2022	2197.18	0100	GROUND SUPPLIES
14952361	SMART & FINAL	11/3/2022	611.59	0100	REFRESHMENT
14952362	BEST BUY	11/3/2022	706.66	0100	TECHNOLOGY SUPPLIES
14952363	ACE COOLING & FREEZING	11/3/2022	8500.00	0100	CONTRACTED SERVICES
14952364	FLYERS ENERGY	11/3/2022	5209.33	0100	CONTRACTED SERVICES
14953733	AZTEC CONTAINER	11/7/2022	19395.00	0100	MAINTNENANCE EQUIPMENT
14953734	SUNBELT RENTALS, INC.	11/7/2022	2503.21	0100	LEASE EQUIPMENT
14953735	KEENAN & ASSOCIATES	11/7/2022	1343.23	0100	PROFESSIONAL SERVICES
14953736	NELSON ADAMS NACO CORPORATION	11/7/2022	1451.65	0100	MAINTENANCE SUPPLIES
14953737	U.S. BANK	11/7/2022	2750.00	0100	CONTRACTED SERVICES
14953739	RIVERSIDE ASSESSMENTS, LLC	11/7/2022	7774.20	0100	INSTRUCTIONAL MATERIAL
14953740	ACADEMIC SUPPLIER	11/7/2022	1066.73	0100	TECHNOLOGY EQUIPMENT
14953741	EMILY N STEWART CONSULTING	11/7/2022	6000.00	0100	CONTRACTED SERVICES
14953742	NANCY C. REDDING	11/7/2022	4970.00	0100	REGISTRATION FEES
14953744	DIXIELINE LUMBER CO	11/7/2022	56.84	0100	MAINTENANCE SUPPLIES
14953745	HAWTHORNE MACHINERY	11/7/2022	3258.64	0100	CONTRACTED SERVICES
14953746	CURRICULUM ASSOC. INC.	11/7/2022	1688.99	0100	INSTRUCTIONAL SUPPLIES
14953747	WESTERN PSYCHOLOGICAL SERVICES	11/7/2022	2204.59	0100	INSTRUCTIONAL SUPPLIES
14953748	SCHOOL SERVICES OF CALIFORNIA	11/7/2022	4810.00	0100	PROFESSIONAL SERVICES
14953749	THE INSTITUTE FOR EFFECTIVE	11/7/2022	15615.60	0100	PROFESSIONAL SERVICES
14953750	ORIENTAL TRADING COMPANY, INC.	11/7/2022	144.61	0100	INSTRUCTIONAL SUPPLIES
14953751	BUS WEST	11/7/2022	186.40	0100	TRANSPORTATION SUPPLIES
14953752	WILLIAM V. MAC GILL & CO.	11/7/2022	602.17	0100	MEDICAL SUPPLIES
14953753	WILLY'S ELECTRONIC SUPPLY CO.	11/7/2022	17.22	0100	IT SUPPLIES

Expenditure Report
11/1/22-11/30/22

Warrant ID	Name	Date	Warrant Amount	Fund	Description
14953754	BLACKIE'S TROPHIES & AWARDS	11/7/2022	32.63	0100	OFFICE SUPPLIES
14953755	YMCA OF SAN DIEGO COUNTY	11/7/2022	163176.47	0100	PROFESSIONAL SERVICES
14953756	SOUTHWEST SCHOOL & OFFICE	11/7/2022	2174.67	0100	INSTRUCTIONAL SUPPLIES
14953757	WESTERN GRAPHIX	11/7/2022	1599.62	0100	TRANSPORTATION SUPPLIES
14953758	R&R CONTROLS INC	11/7/2022	685.51	0100	MAINTENANCE SUPPLIES
14953759	BROADWAY AUTO GLASS	11/7/2022	417.09	0100	TRANSPORTATION SUPPLIES
14953760	B&H PHOTO,VIDEO	11/7/2022	7012.89	0100	TECHNOLOGY EQUIPMENT
14953761	GALLAGHER BENEFIT SERVICES, INC	11/7/2022	476.85	0100	PROFESSIONAL SERVICES
14953762	DELL TECHNOLOGIES INC.	11/7/2022	94259.21	0100	TECHNOLOGY EQUIPMENT
14953763	SIR SPEEDY PRINTING 02890	11/7/2022	161.63	0100	OFFICE SUPPLIES
14953764	AMAZON.COM, INC.	11/7/2022	14016.40	0100	INSTRUCTIONAL SUPPLIES
14953766	SPARKLETTS	11/7/2022	334.14	0100	CONTRACTED SERVICES
14953767	ABA EDUCATION FOUNDATION	11/7/2022	320.00	0100	PROFESSIONAL SERVICES
14953768	THE COLLEGE BOARD	11/7/2022	9480.50	0100	INSTRUCTIONAL SUPPLIES
14955177	MARTA RODRIGUEZ DE TORRES	11/10/2022	44.00	0100	MILEAGE
14955178	CRISTINA D'OLEIRE	11/10/2022	13.25	0100	MILEAGE
14955179	DENISE VILLEZCAS	11/10/2022	71.45	0100	REIMBURSEMENT
14955180	MARK KIRCHER	11/10/2022	36.00	0100	MILEAGE
14955181	MAXIM HEALTHCARE SERVICES, INC	11/10/2022	5250.00	0100	PROFESSIONAL SERVICES
14955182	OSCAR MADERA	11/10/2022	309.95	0100	REIMBURSEMENT
14955183	KARINA VICTORINO	11/10/2022	137.63	0100	MILEAGE
14955184	EL POLLO GRILL INC	11/10/2022	1748.00	0100	REFRESHMENTS
14955185	MARIANNA ROCHIN	11/10/2022	22.63	0100	MILEAGE
14955186	GOGUARDIAN	11/10/2022	2263.10	0100	CONTRACTED SERVICES
14955187	CAL PACIFIC TRUCK CENTER ,LLC	11/10/2022	4952.59	0100	CONTRACTED SERVICES
14955188	EDTHEORY LLC	11/10/2022	56500.00	0100	PROFESSIONAL SERVICES
14955189	THERAPYTRAVELERS	11/10/2022	7350.00	0100	PROFESSIONAL SERVICES
14955190	MOBILE MINI INC.	11/10/2022	27788.75	0100	MAINTENANCE EQUIPMENT
14955191	T-MOBILE	11/10/2022	3290.65	0100	CONTRACTED SERVICES
14955192	AILEEN SANCHEZ	11/10/2022	63.20	0100	REIMBURSEMENT
14955193	WAXIE SANITARY SUPPLY	11/10/2022	15610.06	0100	CUSTODIAN SUPPLIES
14955194	PARADIGM HEALTHCARE SERVICES	11/10/2022	2830.21	0100	PROFESSIONAL SERVICES
14955195	REFRIGERATION SUPPLIES	11/10/2022	1103.67	0100	MAINTENANCE SUPPLIES

Expenditure Report
11/1/22-11/30/22

Warrant ID	Name	Date	Warrant Amount	Fund	Description
14955196	OFFICE DEPOT	11/10/2022	52433.28	0100	OFFICE SUPPLIES
14955197	ATKINSON, ANDELSON, LOYA, RUUD	11/10/2022	263.81	0100	LEGAL SERVICES
14955198	ROCHESTER 100 INC.	11/10/2022	57.00	0100	INSTRUCTIONAL SUPPLIES
14955199	AT&T	11/10/2022	7035.15	0100	UTILITIES
14955200	FEDEX	11/10/2022	81.08	0100	CONTRACTED SERVICES
14955202	ELVA DE BACA	11/10/2022	202.89	0100	REIMBURSEMENT
14955203	DASH MEDICAL GLOVE INC.	11/10/2022	5065.12	0100	MEDICAL SUPPLIES
14955204	ALLSTATE SECURITY SERVICES	11/10/2022	1342.35	0100	CONTRACTED SERVICES
14955205	DOCUMENT TRACKING SERVICES,	11/10/2022	2500.00	0100	CONTRACTED SERVICES
14955206	ALBERTO CARLOS HERRERA	11/10/2022	514.51	0100	CONTRACTED SERVICES
14955207	XEROX CORPORATION	11/10/2022	6302.44	0100	MAINTENANCE AGREEMENT
14956360	NATIONAL ASSOCIATION FOR THE	11/14/2022	749.00	0100	REGISTRATION FEES
14956361	CROWN AWARDS	11/14/2022	4124.66	0100	OFFICE INCENTIVES
14956362	CITY TREASURER	11/14/2022	11797.78	0100	UTILITIES
14956363	HOME DEPOT	11/14/2022	4473.87	0100	GROUNDS SUPPLIES
14956364	JOHNSON CONTROLS	11/14/2022	641.00	0100	CONTRACTED SERVICES
14956365	I B TROPHIES & AWARDS	11/14/2022	1491.93	0100	OFFICE MATERIAL
14957107	CORODATA RECORDS MANAGEMENT, INC.	11/17/2022	188.83	0100	CONTRACTED SERVICES
14957108	P.I.P.S.	11/17/2022	71426.33	0100	PROFESSIONAL SERVICES
14957109	XEROX FINANCIAL SERVICES	11/17/2022	9274.25	0100	MAINTENANCE AGREEMENT
14957110	PARKHOUSE TIRE INC	11/17/2022	1639.80	0100	CONTRACTED SERVICES
14957111	MARIANNA ROCHIN	11/17/2022	183.95	0100	REIMBURSEMENT
14957113	PERFECTION ON WHEELS	11/17/2022	1797.00	0100	CONTRACTED SERVICES
14957114	CAASFEP	11/17/2022	550.00	0100	REGISTRATION FEES
14957115	EDULASTIC	11/17/2022	700.00	0100	INSTRUCTINAL MATERIAL
14957116	ALIFORNIA ASSOCIATION OF BOND OVERSIGH	11/17/2022	100.00	0100	REGISTRATION FEES
14957117	SUPERSONIC DETAILING INC	11/17/2022	7069.00	0100	CONTRACTED SERVICES
14957118	HAWTHORNE MACHINERY	11/17/2022	201.65	0100	CONTRACTED SERVICES
14957119	SOUTH BAY FENCE, INC.	11/17/2022	3780.00	0100	CONTRACTED SERVICES
14957120	NAPA AUTO AND TRUCK PARTS	11/17/2022	65.33	0100	MACHANIC SUPPLIES
14957121	APPLE INC	11/17/2022	2909.85	0100	TECHNOLOGY EQUIPMENT
14957122	VALLEY INDUSTRIAL SPECIALTIES	11/17/2022	665.64	0100	MAINTENANCE SUPPLIES
14957123	SOUTHWEST SCHOOL & OFFICE	11/17/2022	3863.45	0100	INSTRUCTIONAL SUPPLIES

Expenditure Report
11/1/22-11/30/22

Warrant ID	Name	Date	Warrant Amount	Fund	Description
14958572	WILLIAM H. SADLIER, INC	11/21/2022	1278.52	0100	INSTRUCTIONAL SUPPLIES
14958573	BMR HEALTH SERVICES, INC	11/21/2022	37392.00	0100	PROFESSIONAL SERVICES
14958574	MY PT SAN DIEGO	11/21/2022	9383.25	0100	PROFESSIONAL SERVICES
14958576	PROJECT LEAD THE WAY INC	11/21/2022	933.12	0100	INSTRUCTIONAL SUPPLIES
14958577	DANNIS WOLIVER KELLEY	11/21/2022	3919.00	0100	LEGAL SERVICES
14958578	RUSSELL LITTLE	11/21/2022	96.00	0100	REIMBURSEMENT
14958579	AcademiCognitive Connections	11/21/2022	1000.00	0100	PROFESSIONAL SERVICES
14958580	THE STEPPING STONE GROUP	11/21/2022	12584.67	0100	PROFESSIONAL SERVICES
14958581	THE SPEECH PATHOLOGY GROUP, INC	11/21/2022	25811.43	0100	PROFESSIONAL SERVICES
14958582	TANYA KELLER	11/21/2022	1462.50	0100	PROFESSIONAL SERVICES
14958583	BLUUM USA, INC.	11/21/2022	15941.79	0100	TECHNOLOGY EQUIPMENT
14958584	SAM & ROSE STEIN EDUCATION	11/21/2022	15803.94	0100	PROFESSIONAL SERVICES
14958586	SCHOOL HEALTH CORPORATION	11/21/2022	4956.50	0100	MEDICAL EQUIPMENT
14958587	STANDARD ELECTRONICS	11/21/2022	3267.85	0100	CONTRACTED SERVICES
14958588	SCHOOL SPECIALTY	11/21/2022	4641.61	0100	INSTRUCTIONAL SUPPLIES
14958589	THE INSTITUTE FOR EFFECTIVE	11/21/2022	13904.00	0100	PROFESSIONAL SERVICES
14958594	GOPHER SPORT	11/21/2022	246.90	0100	INSTRUCTIONAL SUPPLIES
14958595	ASELTINE SCHOOL	11/21/2022	4966.80	0100	PROFESSIONAL SERVICES
14958596	CALIFORNIA DEPARTMENT OF	11/21/2022	5026.52	0100	CONTRACTED SERVICES
14958597	CABE SD SOUTH COUNTY	11/21/2022	2700.00	0100	REGISTRATION FEES
14958600	SOUTH BAY COMMUNITY SERVICES	11/21/2022	35636.00	0100	PROFESSIONAL SERVICES
14959459	ELMY FLORES	11/28/2022	150.56	0100	MILEAGE
14959460	DAVID ALKASS	11/28/2022	90.98	0100	REIMBURSEMENT
14959461	EFRAIN IVAN MANRIQUEZ	11/28/2022	117.69	0100	MILEAGE
14959462	AMBER ELLIOTT	11/28/2022	44.25	0100	MILEAGE
14959463	SAN DIEGO GAS & ELECTRIC	11/28/2022	104625.92	0100	UTILITIES
14959464	MONICA YRINEO	11/28/2022	88.94	0100	REIMBURSEMENT
14959465	N2Y INC	11/28/2022	5250.00	0100	CONTRACTED SERVICES
14955201	SAN YSIDRO SCHOOL DISTRICT	11/10/2022	8708.87	0100	PCARD REPLENISH
Total Fund 01			**$ 1,570,336.18**		
14958575	GOLD STAR FOODS	11/21/2022	82000.23	1300	CAFETERIA FOOD
14958590	HOLLANDIA DAIRY INC.	11/21/2022	32894.88	1300	CAFETERIA FOOD
14958591	P&R PAPER SUPPLY COMPANY, INC.	11/21/2022	8285.05	1300	CAFETERIA PAPER GOODS

Expenditure Report
11/1/22-11/30/22

Warrant ID	Name	Date	Warrant Amount	Fund	Description
14958592	OFFICE DEPOT	11/21/2022	438.95	1300	OFFICE SUPPLIES
14958593	COUNTY OF SAN DIEGO	11/21/2022	1386.00	1300	CONTRACTED SERVICES
14958598	ACE COOLING & FREEZING	11/21/2022	31900.17	1300	CONTRACTED SERVICES
14958599	AMERICAN PRODUCE DISTRIBUTORS	11/21/2022	6154.86	1300	CAFETERIA FOOD
14959458	ANA BUSH	11/28/2022	36.63	1300	MILEAGE
Total Fund 13			**$ 163,096.77**		
14953738	TOM SILVA CONSULTING	11/7/2022	12687.50	2133	CONTRACTED SERVICES
14953743	AN DIEGO COUNTY TAXPAYERS ASSOCIATIOI	11/7/2022	12500.00	2133	CONTRACTED SERVICES
14957112	TOM SILVA CONSULTING	11/17/2022	7026.25	2133	CONTRACTED SERVICES
14958585	LAKESHORE	11/21/2022	37278.10	2133	INSTRUCTIONAL MATERIAL
Total Fund 2133			**$ 69,491.85**		
Grand total			$ 1,802,924.80		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:
Accept donations valued at $17,114.41 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

DONATIONS $17,114.41	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

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

BOARD MEETING: 12-12-22		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Park Haven Apartments	Willow School	$10,000.00	N/A	Office & instructional supplies, refreshments, and attendance incentives for students.
Batta Fulkerson, LLP	Willow School	$1,748.00	N/A	Staff luncheon
Rack Room Shoes	District	N/A	$5,366.41	133 pairs of shoes for students

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

BACKGROUND INFORMATION:
Pursuant to Education Code Section 17604 and No. 22/23-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2022-23 fiscal year, in the maximum amounts of $15,000 for public project contracts and $30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various departments of the district submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:
Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources or at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

See attached	Various Funding Sources
(Amount)	(Name of funding source and/or location)

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

AGREEMENTS UNDER $30,000 FOR APPROVAL / RATIFICATION

December 12, 2022

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Our Lady of Mt. Carmel School	For Title I funds and services (2022-23)	$5,566.00	Title I	Gonzalez
2	SBCS Corporation	To provide the HERE Now Program to middle schools. (2022-23)	N/A	N/A	Gonzalez

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ 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 school year 2022-2023 shall not exceed $5,566.00.

RECOMMENDATION:
Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title I funds and services for the 2022-2023 school year at a cost not to exceed $5,566.00.

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?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Total Allocation:	
$5,566.00	Title I Fund
(Amount)	(Name of funding source and/or location)

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

Memorandum of Understanding ESEA Title I

Provision of
Programs and Services to Private Schools

2022-2023

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 2022-2023 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 2022-2023 school year, Our Lady of Mt Carmel identified tutoring services, specifically the Learning Support, as an area of need for its students.

Term: December 13, 2022 – June 30, 2023

Section 3: What services and products will be provided?

After a meeting on November 9, 2022, and per an email dated November 29, 2022, 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 thirteen (13) qualifying students.

The total amount of Title I fund for school year 2022-2023 shall not exceed $5,566.00.

Section 4: How, when, where, and by whom will the services be provided?

(a) According to the Household Income form, only 13 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 13 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: _____Phone No: _____

Signature: _____ Date: _____

Title: _____

For San Ysidro School District

Name: _____Marilyn Adrianzen_____Phone No: ___(619)428-4476_____

Signature: _____ Date: _____

Title: ___Chief Business Official_____

Board approved: _____

Our Lady of Mt. Carmel School
4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

November 29, 2022

Needs Assessment Title I :

Our Lady of Mount Carmel School is requesting allotted Title I fund money 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, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SBCS CORPORATION FOR THE HERE NOW PROGRAM

BACKGROUND INFORMATION:
The purpose of this Memorandum of Understanding (MOU) is to maintain the effective working relationship established between SBCS Corporation (SBCS) and our District for the purpose of implementing coordinated services. The goal of the service partnership is to collaborate in a public health approach to prevent youth suicide, suicidal ideation, and foster safe schools with suicide and bullying prevention education through the **H**elping, **E**ngaging, **R**econnecting and **E**ducating (**HERE)** Now Program.

Educational Services Department is requesting approval to renew the MOU for the HERE Now Program, which will continue at San Ysidro Middle and Vista Del Mar Middle Schools. The term of this MOU is from July 1, 2022, thru June 30, 2023.

RECOMMENDATION:
Approve/Ratify the Memorandum of Understanding with SBCS Corporation for the HERE Now Program to continue at our middle schools during the 2022-23 school year at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:
Goal 3: Student Engagement and School Climate ~ All students will be educated in positive environments that are welcoming, safe, and drug-free.
Goal 4: Social Emotional Well-Being and Mental Health: All students will obtain the necessary social-emotional skills to build resilience and thrive in an equitable educational environment, their community and beyond.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2022-2023 Budget? ☐ Yes ☐ No

Requisition #

N/A (Amount)

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

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

MEMORANDUM OF UNDERSTANDING

This represents an agreement between **SBCS Corporation (SBCS)** and **San Ysidro School District (SYSD).** SBCS and SYSD intend to work together to help at risk youth.

SBCS and SYSD intend to collaborate on the provision of services as described herein.

I. Services to Be Provided

A. SYSD agrees, per this memorandum, to provide the following:

1. Designate an individual as a point of contact for the program.

2. Participation/facilitation in needs assessment survey for grades 7th & 8th

3. Participate, when appropriate, in collaborative focus group discussions for the purpose of gathering and assessing program impact.

4. Staff will help disseminate information about the program and will collect student consent forms as appropriate

5. Provide venues for showing videos that focus on preventing suicide and bullying, early warning signs and protective factors to students, school staff and care givers.

6. School staff will support SBCS staff in providing follow up to students identified as needing additional services (e.g., pulling schedules, passes, space, etc.).

7. Strategies to enlist teacher and parent participation seminars and classes on youth bullying, depression, and suicide prevention.

8. Assistance with distribution of flyers school/community wide with crisis phone numbers provided to students where they can talk to caring adults anonymously about friends/peers they are concerned may be suicidal, isolated or depressed.

9. Communicate immediately if problems/concerns arise with students or program implementation.

10. Assistance with distribution of flyers school/community wide with crisis phone numbers provided to students where they can talk to caring adults anonymously about friends/peers they are concerned may be suicidal, isolated, or depressed.

11. District will include SBCS in supporting students following a tragic event.

B. SBCS agrees, per this memorandum to provide the following:

1. Provide youth a comprehensive evidence based Suicide and bullying prevention curriculum, which focuses on preventing suicide and bullying by (1) implementing strategies that are trauma informed and which address upstream risk factors and improve protective factors among individuals and groups of high risk youth, and

(2) institutionalizing and strengthening the school culture and environment to be preventive and proactive in educating all members of the school community (teachers, students, parents) regarding suicide and bullying prevention as well as identifying and working with individual and groups of students who may be struggling emotionally and/or engaging in self-destructive or otherwise risky behaviors. Implementation of the

curriculum includes, but is not limited to:

a. Collaborate with SYSD to identify appropriate implementation strategies.
b. Provide training in suicide prevention using SOS program materials that will include a focus on reducing stigma and providing information on warning signs, risk factors and protective factors to school staff and gatekeepers.
c. Provide at least one culturally and linguistically appropriate suicide prevention education presentation using SOS Program materials for parents/caregivers.
d. Provide parent/guardian consent forms for participation in the program.
e. Provide trained Clinical Coordinators, Mental Health Specialists, Prevention Specialists, and Support Partners to deliver the program.
f. Deliver curriculum to ensure fidelity of the program.
g. Monitor program fidelity.
h. Assess identified students for safety issues.
i. Provide resources to families throughout and on completion of services.

2. Designate an individual as a point of contact for the program.

3. SBCS will utilize surveys to gather feedback on program implantation, follow up support, and sustainability.

4. Provide follow-up information to the family and community stakeholders.

5. Continue efforts to identify additional youth needs and provide additional information to enhance the program's service effectiveness and promote better outcomes for youth.

6. SBCS will follow district safety protocols for risk of self-harm, including notification of administration and parent/guardian were warranted and connecting students to mental health services**.**

II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 7/1/2022 through 6/30/2023.

III. Confidentiality and Privacy Laws

The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statues, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of

the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

IV. Indemnification

SYSD shall indemnify, defend, and hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SYSD**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

SBCS shall indemnify, defend, and hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SBCS**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SBCS** shall have no obligation to indemnify, defend, or hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SYSD** negligence or willful misconduct.

In the event of claims arising out of the concurrent acts or omissions of both SBCS and SYSD, the parties agree to be responsible for and to hold the other party harmless from any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, SBCS and SYSD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

This Section IV shall survive the termination of this MOU, and is in addition to any other rights or remedies that **SBCS** or **SYSD** may have under the law or this MOU.

V. Insurance

Each party shall maintain public liability and property damage insurance to protect them and **each other** from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this MOU. The minimum amounts of such insurance shall be as hereinafter set forth.

Amount of Insurance:	
Commercial General Liability	$2,000,000 per occurrence
Auto Liability for owned and non-owned vehicles *Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives.*	$1,000,000 per occurrence
Umbrella Liability	$4,000,000

Workers' Compensation will be in conformance with the laws of State of California and applicable

federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming **the other party** as an additional insured.

VI. Value of Services

No money or other consideration shall be transferred between the parties.

VII. Non-Discrimination

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

VIII. Contact Information

The contact information listed in this paragraph shall be the contact information for the notice requirements under this MOU.

For **San Ysidro School District**	For **SBCS Corporation**:
c/o: Marilyn Adrianzen Chief Business Official 4350 Otay Mesa Rd. San Ysidro, CA 92173 marilyn.adrianzen@sysdschools.org	c/o: Stacey Musso Department Director 430 F Street Chula Vista, CA 91910 smusso@csbcs.org

IX. Locations

The services will be provided to the locations of **SYSD** listed below. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

Location 1
San Ysidro Middle School 4345 Otay Mesa Road San Ysidro, CA 92173

Location 2
Vista Del Mar Middle School 4885 Del Sol Boulevard San Ysidro, CA 92154

X. Independent Contractor

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner creates an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

XI. Governing Law/Venue San Diego

In the event of litigation, this MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

XII. Successors and Assigns / Assignment

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

XIII. Termination

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

(Signatures contained on the following page)

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

By: _____ Date: _____

Kathryn Lembo
President and Chief Executive Officer
430 F Street, Chula Vista, CA 91910

San Ysidro School District

Signature: _____ Date: _____

Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Rd. San Ysidro, CA 92173

Exhibit A
SBCS Corporation

San Ysidro School District

BUSINESS ASSOCIATE AGREEMENT

1. Recitals.

   1.1 This Business Associate Agreement ("BAA") constitutes a Business Associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 U.S.C. section 17921 *et seq*., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164. These provisions shall hereafter be collectively referred to as "HIPAA."

   1.2 SBCS and the Funder wish to disclose to the Partner certain information pursuant to the terms of this BAA, some of which may constitute PHI, including PHI in electronic media ("ePHI") under Federal law.

   1.3 As set forth in this BAA, San Ysidro School District hereafter, is the Business Associate of SBCS, acting on SBCS's and Funder's behalf and providing services, or performing or assisting in the performance of activities on behalf of SBCS and Funder, which include creation, receipt, maintenance, transmittal, use or disclosure of PHI. SBCS and Partner are each a party to this BAA and are collectively referred to as the "parties."

   1.4 The purpose of this BAA is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with HIPAA, including, but not limited to, the requirement that SBCS shall enter into a contract containing specific requirements with Partner prior to the disclosure of PHI to Partner, as set forth in HIPAA.

2. Definitions. Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms as are defined in 45 Code of Federal Regulations (CFR) section 160.103 and 164.501 (All regulatory references in this BAA are to Title 45 of the CFR unless otherwise specified).

   2.1 "Breach" shall have the same meaning given to such term under HIPAA.

   2.2 "Business Associate" shall have the same meaning as the term under HIPAA, and in reference to the party to this Agreement, shall mean the Partner.

   2.3 "Covered Entity" shall generally have the same meaning as the term "covered entity" at section 160.103, and in reference to the party to this BAA, shall mean SBCS and/or Funder, as the context requires.

   2.4 "Funder PHI" shall have the same meaning as "Protected Health Information" (PHI) below, specific to PHI received from, or created, maintained, transmitted, used, disclosed, or received by Partner, or its agents, on behalf of Funder, under this Agreement.

   2.5 "Individual" shall have the same meaning as the term ''individual'' in section 164.501 and shall include a person who qualifies as a personal representative in accordance with section 164.502(g).

2.6 “Protected Health Information” (PHI) shall have the same meaning as the term “protected health information” in section 164.501 and is limited to information created or received by Partner from or on behalf of SBCS and/or Funder.

2.7 “Required by law” shall have the same meaning as the term ‘‘required by law’’ in section 164.501.

2.8 “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

2.9 “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of SBCS or Funder PHI, or interference with system operations in an information system that processes, maintains or stores SBCS or Funder PHI.

2.10 “Unsecured PHI” shall have the meaning given to such term under HIPAA and, 42 U.S.C., section 17932(h), and any guidance issued pursuant to such regulations.

3. Responsibilities of Partner.

3.1 Permitted Uses and Disclosures of SBCS and Funder PHI by Partner. Partner shall only use SBCS and Funder PHI as required by the Agreement or as required by Law. Any such use or disclosure shall, to the extent practicable, be limited to the limited data set as defined in section 164.512(2), or if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure in compliance with HIPAA.

3.1.1 Except as otherwise limited in this Agreement, Partner may use or disclose SBCS or Funder PHI on behalf of, or to provide services to, SBCS and/or Funder for the purposes outlined in the Services to be Provided (Section I to the MOU between Partner and SBCS), if such use or disclosure of PHI would not violate HIPAA if done by SBCS or Funder.

3.1.2 Except as otherwise limited in the Agreement, Partner may use SBCS and/or Funder PHI to provide Data Aggregation services to SBCS and/or Funder as permitted by sections 164.504(e)(2)(i)(B).

3.2 Prohibited Uses and Disclosures.

3.2.1 Partner shall not disclose SBCS or Funder PHI to a health plan for payment or health care operations purposes if SBCS or Funder PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the Individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and HIPAA.

3.2.2 Partner shall not directly or indirectly receive remuneration in exchange for SBCS or Funder PHI, except with the prior written consent of SBCS and/or Funder and as permitted by 42 U.S.C. section 17935(d)(2).

3.3 Safeguards.

3.3.1 Partner shall comply with HIPAA regarding any and all operations conducted on behalf of SBCS and/or Funder under this Agreement and shall use appropriate safeguards that

comply with HIPAA to prevent the unauthorized use or disclosure of SBCS and Funder PHI.

3.3.2 Partner shall develop and maintain a written information privacy and security program that complies with HIPAA, and that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Partner's operations and the nature and scope of its activities.

3.4 Security. Partner shall ensure the continuous security of all computerized data systems and paper documents containing SBCS and Funder PHI. These steps shall include, at a minimum:

3.4.1 Comply with all data security requirements as specified by HIPAA;

3.4.2 Achieve and maintain compliance with HIPAA; and

3.4.3 Provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

3.5 Mitigation of Harmful Effects. Partner shall mitigate, to the extent practicable, any harmful effect that is known to Partner of a use or disclosure of SBCS PHI and/or Funder PHI by Partner or its agents, including a subcontractor, and/or in violation of the requirements of the Agreement.

3.6 Partner's Agents and Subcontractors. Partner shall ensure that any agent, including a subcontractor, to whom it provides SBCS PHI or Funder PHI, imposes the same conditions on such agents that apply to Partner with respect to SBCS PHI and Funder PHI under this BAA, and that comply with all applicable provisions of HIPAA, including requirements that such agents implement reasonable and appropriate administrative, physical, and technical safeguards to protect SBCS PHI and Funder PHI. Partner shall incorporate, when applicable, the relevant provisions of this BAA into each subcontract or sub-award to such agents, including the requirement that any security incidents or breaches of unsecured SBCS PHI or Funder PHI be reported to Partner.

3.6.1 In accordance with section 164.504(e)(1)(ii), upon Subcontractor's knowledge of a material breach or violation by its subcontractor of the agreement between Partner and the subcontractor, Partner shall:

3.6.1.1 Provide an opportunity for the subcontractor to end the violation and terminate the agreement if the subcontractor does not end the violation within the time specified by SBCS and/or Funder; or

3.6.1.2 Immediately terminate the agreement if the subcontractor has violated a material term of the agreement and cure is not possible.

3.7 Availability of Information to Funder and SBCS. Partner shall provide access to Funder PHI and/or SBCS PHI at the request of Funder and/or SBCS, in the time and manner designated by SBCS and/or Funder, pursuant to section 164.526.

3.7.1 Partner shall use the forms and processes developed by Funder and/or SBCS for this

purpose and shall respond to all requests for access to records requested by Funder and/or SBCS within forty-eight (48) hours of receipt of request by producing records or verifying there are none.

3.7.2 Partner shall make internal practices, books, and records relating to the use and disclosure of SBCS PHI and/or Funder PHI received from, or created or received by Partner on behalf of Funder and/or SBCS available to SBCS and/or Funder, or at the request of SBCS and/or Funder to the Secretary, in a time and manner designated by SBCS and/or Funder or the Secretary.

3.8 Cooperation with SBCS and Funder. Partner will cooperate and assist SBCS and Funder to the extent necessary to ensure SBCS's and Funder's compliance with the applicable terms of HIPAA, such as, but not limited to:

3.8.1 Amendment of SBCS PHI and/or Funder PHI. Partner shall make any required amendment(s) to SBCS PHI and/or Funder PHI that were requested by an Individual, in accordance with HIPAA. Partner additionally shall make any amendments to SBCS PHI and/or Funder PHI as SBCS and/or Funder directs or agrees to make pursuant to section 164.526. These amendments shall be made in the time and manner designated by SBCS and/or Funder, and in no more than twenty (20) days.

3.8.2 Documentation of Disclosures. Partner shall document disclosures of SBCS PHI and Funder PHI, respond to a request by an Individual for an accounting of disclosures of SBCS PHI and Funder PHI, and make these disclosures available to SBCS and/or Funder or to an Individual at SBCS's and/or Funder's request, in accordance with HIPAA, including but not limited to sections 164.528, and 42 USC section 17935, and in the time and manner designated by SBCS and/or Funder.

3.8.2.1 If Partner maintains electronic health records as of January 2009, Partner shall provide an accounting of disclosures including those for Treatment, Payment, and Healthcare Operations (TPO), effective January 2014. If Partner acquires electronic health records for SBCS or Funder after January 1, 2009, Partner shall provide an accounting of disclosures, including those for TPO, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later.

3.8.2.2 The electronic accounting of disclosures shall include the three (3) years prior to the request for an accounting. Partner shall provide to SBCS and/or Funder or an Individual, in the time and manner designated by SBCS and/or Funder, but no more than sixty (60) calendar days, accounting of disclosures necessary to meet requirements in section 164.528.

3.9 Access to SBCS PHI and/or Funder PHI. Partner shall provide Individuals access and copies of their SBCS PHI and Funder PHI, as required by HIPAA, to include:

3.9.1 If the Partner maintains SBCS PHI or Funder PHI in an Electronic Health Record, and an Individual requests a copy of such information in an electronic format, Partner shall provide the information in an electronic format, as required under HIPAA.

3.10 Reporting of Unauthorized Use or Disclosure. Partner shall implement reasonable systems for the discovery of and prompt reporting to SBCS and/or Funder of any use or disclosure, or suspected use or disclosure, of Funder PHI or SBCS PHI not provided for by the Agreement

and/or any transmission of unsecured Funder PHI or SBCS PHI, and to take the following steps:

3.10.1 Partner shall provide all reports of Unauthorized Uses or Disclosures to SBCS within 24 hours and if so directed by SBCS and/ Funder, to Funder Representative.

3.11 Corrective Action. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of SBCS PHI or Funder PHI, Partner shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3.12 Responsibilities for Notification of Breaches. If SBCS and/or Funder determines that the cause of a breach of SBCS PHI and/or Funder PHI is attributable to Partner or its subcontractors, agents or vendors, Partner shall notify individuals of the breach or unauthorized use or disclosure when notification is required under Federal or State law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirements that:

3.12.1 Notifications be made to Individuals without unreasonable delay and in no event later than sixty (60) calendar days from the date the breach was discovered. Partner shall obtain SBCS PHI and/or Funder approval of the time, manner and content of any such notifications before notifications are made.

3.12.2 Notifications be made to media outlets and to the Secretary, if a breach of unsecured SBCS PHI and/or Funder PHI involves more than five-hundred (500) residents of the State of California or its jurisdiction. Partner shall obtain SBCS and/or Funder approval of the time, manner and content of any such notifications before notifications are made.

3.13 Designation of Individuals.

3.13.1 Partner shall designate a Privacy Officer to oversee its data privacy program who shall be responsible for carrying out the requirements of this Agreement and for communicating on Privacy matters with SBCS and Funder.

3.13.2 Partner shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this Agreement and for communicating on Security matters with SBCS and Funder.

4. Responsibilities of SBCS.

4.1 SBCS shall provide Partner with the Notice of Privacy Practices that SBCS and Funder produces in accordance with section 164.520, as well as any changes to such notice.

4.2 SBCS shall provide Partner with any changes in, or revocation of, permission by Individual to use or disclose SBCS PHI and Funder PHI, if such changes affect Partner's permitted or required uses and disclosures.

4.3 SBCS shall notify Partner of any restriction to the use or disclosures of SBCS PHI and Funder PHI that SBCS or Funder has agreed to in accordance with section 164.522.

4.4 SBCS shall not request Partner to use or disclose SBCS PHI or Funder PHI in any manner that would not be permissible under HIPAA if done by SBCS or Funder.

The undersigned acknowledges that they have read and understand the contents of this document and agree to comply with its terms.

San Ysidro School District

Name: _____

Title: _____

Signature: _____ **Date:** _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

☒ Informational
☐ Action

AGENDA ITEM: CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT – AMENDMENT 01

BACKGROUND INFORMATION
The California State Department of Education has amended the Preschool & Child Development contract CSPP-2455 for fiscal year 2022-2023.

- The Maximum Reimbursable Amount (MRA) was amended by deleting reference to $1,672,947.00 and inserting $2,019,963.00 in place thereof.
- The Minimum Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 27,915.00 and inserting 33,705.00 in place thereof.

RECOMMENDATION:
Approve Amendment 01 to the California State Department of Education Contract No. CSPP-2455 for the Preschool & Child Development Programs for fiscal year 2022-2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,019,963.00	Preschool & Child Development (CSPP)
(Amount)	(Name of funding source and/or location)

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

CALIFORNIA DEPARTMENT OF EDUCATION

F.Y. 22 - 23

Amendment 01

DATE: July 01, 2022

CONTRACT NUMBER: CSPP-2455

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 37-6837-00-2

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES ALLOCATION LETTER

BUDGET ACT

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2022 designated as number CSPP-2455 shall be amended as of July 5, 2022 in the following particulars and no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $1,672,947.00 and inserting $2,019,963.00 in place thereof.

Effective January 1, 2022, the service county reimbursement rate as provided in https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrateattb.xlsx is applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System (CDMIS).

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 27,915.0 and inserting 33,705.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		
$ 347,016	Child Development Programs	General		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE) 0656 23038-6837			
$ 1,672,947	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2022	FISCAL YEAR 2022-2023
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)			
$ 2,019,963	702 SACS: Res-6105 Rev-8590			

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

☐ Informational
☒ Action

AGENDA ITEM: CONTINUED FUNDING APPLICATION FOR FISCAL YEAR 2023-2024

BACKGROUND INFORMATION:
Every year the California Department of Education's Early Education Division (EED) offers the opportunity to existing California State Preschool Program (CSPP) contractors to request continued funding for the following fiscal year. This is found in the California Code of Regulations, Title 5, Division 1, Chapter 19, Subchapter 1, Article 5.

Upon receipt of this continued funding application, the EED will be notified of our District's wishes to automatically renew our CSPP contract for fiscal year 2023-2024.

RECOMMENDATION:
Approve application for continued funding for the District's State Preschool and Child Development Programs for fiscal year 2023-2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

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

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

Fiscal Year 2023–24 Continued Funding Application
DUE DATE: DECEMBER 9, 2022

Contractors holding a current California State Preschool Program (CSPP) contract, and if applicable a Prekindergarten and Family Literacy Support (CPKS) contract, who wish to be considered for continued funding for fiscal year (FY) 2023–24 must complete this application for continued funding. The FY 2023–24 CFA Overview and Instructions may be accessed on the CFA web page at: https://www.cde.ca.gov/sp/cd/ci/cfaforms2324.asp.

Upon completion of this CFA, the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. Contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP and CPKS services for FY 2023–24, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all Contract Terms and Conditions (CT&Cs) that will be incorporated into the 2023–24 CSPP contract, and all CPKS CT&Cs, as applicable. By signing this CFA, the contractor is indicating that it wishes to automatically renew its contract(s) for FY 2023–24 and is willing to, and does, accept all of the terms and conditions of the 2023–24 CSPP contract, and if applicable the 2023–24 CPKS contract, which will be provided to the contractor no later than June 1, 2023.

Please also note that contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2023, pursuant to the *California Code of Regulations*, Title 5 (5 *CCR*) Section 17828. Contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP and, if applicable, CPKS services for FY 2023–24, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP and CPKS CT&Cs that will be incorporated into the 2023–24 contract, as applicable. By signing the CFA, the contractor indicates that it wishes to automatically renew the CSPP contract and, if applicable, CPKS contract for FY 2023–24 and is willing to, and does accept, all terms and conditions of the 2023–24 CSPP and CPKS contract, which will be provided to the contractor no later than June 1, 2023.

If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2023–24, if approved, may be delayed.

Contractors that wish to reject the terms of the FY 2023–24 CSPP and/or CPKS contract must provide the CDE with a written notice that the terms of the contract(s) are rejected by emailing ChildDevelopmentContracts@cde.ca.gov on or before June 30, 2023. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2023–24 CSPP and, as applicable, the CPKS contract are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract will not have a contract(s) in effect for FY 2023–24. Note that while contractors who currently receive CPKS funding may reject their 2023–24 CPKS contract, they cannot reject their 2023–24 CSPP contract and still receive funding under a CPKS contract since CPKS funding is tied to having a CSPP contract.

If a contractor wishes to terminate the contract for any reason during the FY 2023–24 contract term, the contractor shall notify the CDE of its intent to terminate the contract at least 90 calendar days in advance of contract termination and shall follow *CCR* 17795.

If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I – Contractor Information	
Contractor Legal Name:	San Ysidro Elementary School District
Contractor "Doing Business As" (DBA):	
Headquartered County:	37 San Diego
Vendor Number:	6837
Executive Director Name:	Gina A. Potter, Ed.D – Superintendent
Executive Director Telephone Number:	(619) 428-2352
Executive Director Email Address:	gina.potter@sysdschools.org
Legal Business Address:	4350 Otay Mesa Road
City:	San Ysidro
Zip Code:	92173
Mailing Address (if different from above):	
City:	
Zip Code:	
Name of Person Completing the CFA:	Lorena Varela-Reed
Title of Contact Person Completing the CFA:	Director of Child Development
Contact Person Telephone Number:	(619) 428-2352
Contact Person Email Address:	lorena.varela-reed@sysdschools.org

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section II, Part 1 – Contract and Program Type

Check all applicable boxes indicating the programs the contractor intends to continue to administer for the FY 2023–24. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Contract Type

☒ **CSPP** ☐ **CPKS**

Does the CSPP operate a Family Childcare Home Education Network (FCHEEN)?
☐ Yes
☒ No

Program Type

☐ Full-Day/Full-Year ☐ Part-Day/Part-Year ☐ Full-Day/Part-Year ☒ Part-Day/Full-Year

Section II, Part 2 – Funded Enrollment

Insert the number of children your agency expects to enroll with the CSPP contract for each county services are provided, as applicable.

1. **County Name: SAN DIEGO**
   Number of Children to be Enrolled in Part-Day CSPP in the County: 296
   Number of Children to be Enrolled in Full-Day CSPP in the County:
   Total Number of Children to be Enrolled in the County: 296

2. **County Name:**
   Number of Children to be Enrolled in Part-Day CSPP in the County:
   Number of Children to be Enrolled in Full-Day CSPP in the County:
   Total Number of Children to be Enrolled in the County:

3. **County Name:**
   Number of Children to be Enrolled in Part-Day CSPP in the County:
   Number of Children to be Enrolled in Full-Day CSPP in the County:
   Total Number of Children to be Enrolled in the County:

Total Number of CSPP Children to be Enrolled: 296

To request a change to these numbers during the fiscal year, the contractor must submit a Program Narrative Change to request approval from their assigned regional consultant. The new “Number of Children” must also be reported during the Program Self Evaluation survey.

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Section III – Contractor's Officers and Board of Directors Information

Does the contractor have a board of directors?	☒ Yes ☐ No
If no, please explain the entity type and the governance structure (i.e., number of owners and partnership)	

List all officers and board members/governing individuals (i.e., owner, director, etc.) Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Rudy Lopez	President	(619) 428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	
Rosaleah Pallaigue	Vice President	(619) 428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	
Irene Lopez	Clerk	(619) 428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	
Antonio Martinez	Member	(619) 428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	
Zenaida Rosario	Member	(619) 428-4476	4350 Otay Mesa Road San Ysidro, CA 92173	

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

☐ Yes ☒ No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

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Section IV – Program Narrative

A. Please select the box below if the contractor **does not** have programmatic **or** calendar changes.

☒ No changes

B. Please select all applicable fields below if the contractor **does** have programmatic **or** calendar changes. Programmatic or Minimum Days of Operation (MDO) changes require completion of a form EED 3704A. This form is available on the CFA web page at: https://www.cde.ca.gov/sp/cd/ci/cfaforms2324.asp.

NOTE: Program calendars must be submitted for all CSPP program types ([1] full-day/full-year, [2] part-day/part-year, [3], full-day/part-year, and [4] part-day/full-year, as applicable. Making changes to the MDO does not change the contract Maximum Reimbursable Amount (MRA).

☐ Programmatic change

☐ MDO change

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Section V – Personnel Certification	
The State of California requires any contractor receiving early education and care funding, disbursed by the CDE, to employ fully qualified personnel as stipulated in the Education Code (*EC*); and the 5 *CCR*; and the CT&Cs.	
I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed by the contractor for the provision of preschool services are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division.	
Signature of the Contractor's Authorized Representative:	
Printed Name and Title of the Contractor's Authorized Representative:	Gina A. Potter, Ed.D. - Superintendent
Date of Signature:	December 12, 2022
Authorized Representative's Telephone Number:	(619) 428-2352
Authorized Representative's Email Address:	lorena.varela-reed@sysdschools.org

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section VI – Subcontract Certification

A. Please select the box below if the contractor **does not** have subcontractors, and move to section VII:

☒ No subcontractors

B. Please select the box below if the contractor **does** have subcontractors, and complete the information and sign in the section below. Contractors who subcontract services will need to complete and submit the form EED 3704B. The form is available on the CFA web page at: https://www.cde.ca.gov/sp/cd/ci/cfaforms2324.asp.

☐ Subcontractors

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 *CCR*, and the CT&Cs.

I understand that signing this certificate does not lessen the legal responsibility for the contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

Signature of the Contractor's Authorized Representative:	
Printed Name and Title of the Contractor's Authorized Representative:	Gina A. Potter, Ed.D. - Superintendent
Date of Signature:	December 12, 2022
Authorized Representative's Telephone Number:	(619) 428-2352
Authorized Representative's Email Address:	lorena.varela-reed@sysdschools.org

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section VII – Contractor Certification

Under penalty of perjury, I certify the following:

- I am authorized by the contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current CSPP contract, and CPKS contract if applicable, for FY 2023–24, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new contract(s) on June 30, 2023.
- On behalf of the contractor and its governing authority, the contractor understands some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, reviewed, or considered by the CDE until after the contract has expired, if ever. Therefore, the contractor further understands that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted, or authorized by the CDE, even if the contractor's request for continued funding by the CDE is subsequently approved.
- The governing board members or persons with governing authority have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- The signer has supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA, and certify that it is true and correct in all material respects.
- The signer is familiar with and will ensure that the contractor complies with all applicable program statutes and regulations, including but not limited to:
  - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 *CCR*.
  - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in *EC*.
  - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 *CCR*, and accounting and reporting requirements in 5 *CCR*.
  - Operational and programmatic requirements.

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By signing this CFA, the contractor is indicating that it wishes to automatically renew the current contract for FY 2023–24 and, if approved, is willing to, and does accept, all terms and conditions of the contract, which will be provided to the contractor no later than June 1, 2023. The contractor may reject the FY 2023–24 contract by providing the CDE with a written notice of rejection no later than June 30, 2023. Contractors that wish to reject the terms of the FY 2023–24 contract must provide written notice that the terms of the contract are rejected by emailing ChildDevelopmentContracts@cde.ca.gov on or before June 30, 2023. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2023–24 CSPP contract, and CPKS contract if applicable, are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2023–24.

Signature of the Contractor's Authorized Representative:	
Printed Name and Title of the Contractor's Authorized Representative:	Gina A. Potter, Ed.D. - Superintendent
Date of Signature:	December 12, 2022
Authorized Representative's Telephone Number:	(619) 428-2352
Authorized Representative's Email Address:	lorena.varela-reed@sysdschools.org

Contractor Name	Vendor #	County
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Section VIII
Certification of Contractor Information in the CDMIS

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for **San Ysidro Elementary School District** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Site and/or Office information including:
    - Associated license or license-exempt information per site
    - Number of children served in assigned contract per site
    - Site Supervisor information
- CSPP FCCHEN provider summary information, if applicable, including:
    - Number of homes
    - Total number of children by age group served in FCCHEN

To the best of my knowledge, the information on the CDMIS website reflects accurate information for **San Ysidro Elementary School District** as of the date this certification is signed.

_____ _____
Program Director/Authorized Representative Signature Date Signed

Lorena Varela-Reed, Director of Child Development
Printed Name of Program Director/Authorized Representative

Contractor Name	Vendor #	County
San Ysidro Elementary School District	6837	37 San Diego

Section IX – Required Attachments
All CFA attachments and/or documentation below must be completed, current, and included when submitting the CFA. Attachments A–J are located on the CFA web page at: https://www.cde.ca.gov/sp/cd/ci/cfaforms2324.asp.
A. Fiscal Year 2023–24 Program Calendar (EED-9730)
B. Payee Data Record (STD. 204) (non-public agencies only)
C. Payee Data Record Supplement (STD. 205) (non-public agencies only, as applicable)
D. Secretary of State (non-public agencies only)
E. Verification of Local Educational Agency Name and Address (public agencies only)
F. Program Narrative Change (EED 3704A) (as applicable)
G. Subcontractor Certification (EED 3704B) (as applicable)
H. CSPP License Exemption Self-Certification (as applicable)
I. California Civil Rights Laws Certification (CO-005)
J. Contractor Certification Clauses (CCC)
K. Federal Certification (CO.8)
L. Agency's board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable (public agencies only)

Contractor Name	Vendor #	County
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Section X – CFA Checklist

Section Number	Section Description	Page Number	Check Box
Section I	Contractor Information	3	☑
Section II	Contract and Program Type	4	☑
Section III	Contractor's Officers and Board of Directors Information	5	☑
Section IV	Program Narrative	6	☑
Section V*	**Personnel Certification**	7	☑
Section VI*	**Subcontract Certification**	8	☑
Section VII*	**Contractor Certification**	9	☑
Section VIII*	**Certification of Contractor Information in the CDMIS Database**	11	☑
Section IX	**Required Attachments**	12	☑
Section X	**CFA Checklist**	13	☑
Attachment I	CSPP Program Calendar(s) (EED-9730)	Insert after page 11	☑
Attachment II	**State of California, Payee Data Record (STD. 204) (non-public agencies only)**	Insert after page 11	☐
Attachment III	**Payee Data Record Supplement (STD. 205) (Non-public agencies only)**	Insert after page 11	☐
Attachment IV	Secretary of State certification or search results (non-public agencies only)	Insert after page 11	☐
Attachment V	Verification of Local Educational Agency Name and Address search, as applicable	Insert after page 11	☑
Attachment VI	Program Narrative Change (EED 3704A)	Insert after page 11	☐

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Attachment VIII	**Subcontractor Certification (EED 3704B)**	Insert after page 11	☐
Attachment IX	**California Civil Rights Laws Certification (CO-005)**	Insert after page 11	☑
Attachment X	**Contractor Certification Clauses (CCC)**	Insert after page 11	☑
Attachment XI	**Federal Certification (CO.8)**	Insert after page 11	☑
Attachment XII	**For Public Agencies, include a copy of the agency's board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable**	Insert after page 11	☑
Attachment XIII	**Self-Certification for License Exemption for LEAs Operating CSPP**	Insert after page 11	☐
All Sections must be included in the CFA package, as applicable ***Bolded sections require a signature**			

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
   San Ysidro Elementary School District
2. Federal ID Number:
   95-600-2821
3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:
   Gina A. Potter, Ed.D - Superintendent
5. Date Executed:
   12/12/22
6. Executed in the County and State of:
   San Diego, CA

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
San Ysidro Elementary School District	95-600-2821

By (Authorized Signature)

Printed Name and Title of Person Signing

Gina A. Potter, Ed.D - Superintendent

Date Executed	Executed in the County of
December 12, 2022	San Diego

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, “New restrictions on Lobbying,” and 45 CFR Part 76, “Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants).” The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, “Disclosure Form to Report Lobbying,” in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d),(e), and (f).

B. The grantee shall insert in the space provided below the
site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1880 Smythe Ave. San Ysidro, CA 92173

3825 Sunset Lane, San Ysidro, CA 92173

4919 Del Sol Blvd, San Diego, CA 92154

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)

San Ysidro Elementary School District

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Gina A. Potter, Ed. D - Superintendent

SIGNATURE

DATE

December 12, 2022

SAMPLE OF RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2023–24, the Continuing Funding Application, and all related contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of

San Ysidro Elementary School District

authorizes that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Gina A. Potter, Ed.D.	Superintendent	
Marilyn Adrianzen	Chief Business Official	

PASSED AND ADOPTED THIS 12 day of December, 2022 (month, year), by the Governing Board of San Ysidro Elementary School District of San Diego County, in the State of California.

I, Irene Lopez, Clerk of the Governing Board of San Ysidro Elementary School District, of San Diego, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Governing Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

December 12, 2022
(Date)

Enter New Search Criteria | Search | New Search

Search Results

Search Type: Public Schools ✖ **Districts:** San Ysidro Elementary ✖ **Status:** Active ✖

7 Schools found

CDS Code	County	District	School	School Type	Sector Type	Charter	Status
37683796089007	San Diego	San Ysidro Elementary	La Mirada Elementary	Elementary Schools (Public)	Public	No	Active
37683796119341	San Diego	San Ysidro Elementary	Ocean View Hills	Elementary Schools (Public)	Public	No	Active
37683796098453	San Diego	San Ysidro Elementary	San Ysidro Middle	Intermediate/Middle Schools (Public)	Public	No	Active
37683796085146	San Diego	San Ysidro Elementary	Smythe Elementary	Elementary Schools (Public)	Public	No	Active
37683796093264	San Diego	San Ysidro Elementary	Sunset Elementary	Elementary Schools (Public)	Public	No	Active
37683790137737	San Diego	San Ysidro Elementary	Vista Del Mar	Intermediate/Middle Schools (Public)	Public	No	Active
37683790123000	San Diego	San Ysidro Elementary	Willow Elementary	Elementary Schools (Public)	Public	No	Active

7 Schools found

Share this Page



Questions: CDS Administration | cdsadmin@cde.ca.gov | 916-327-4014
Private School Data | privateschools@cde.ca.gov | 916-319-0317

San Ysidro Elementary

County	San Diego
District	San Ysidro Elementary List of active district's schools
CDS Code	37 68379 0000000
District Address	4350 Otay Mesa Rd. San Ysidro, CA 92173-1617 Google Map
Mailing Address	4350 Otay Mesa Rd. San Ysidro, CA 92173-1617
Phone Number	(619) 428-4476
Fax Number	(619) 428-9355
Email	Information Not Available
Web Address	www.sysdschools.org
Superintendent	Dr. Gina Potter Superintendent (619) 428-4476 Ext. 3021 gina.potter@sysdschools.org
Chief Business Official	Marilyn Adrianzen Chief Business Offical (619) 428-4476 Ext. 3004 marilyn.adrianzen@sysdschools.org
Status	Active
District Type	Elementary School District
Low Grade	P
High Grade	8
NCES/Federal District ID	0635220
CDS Coordinator (Contact for Data Updates)	Cynthia Monreal González (619) 428-4476 Request Data Update(s)
Last Updated	July 31, 2018

Directory Disclaimer

The California School Directory and related public school and district data files (collectively referred to as the "Directory"), contain information about California schools, districts, and school/district administrators that is voluntarily self-reported by local education agencies (LEAs) to the California Department of Education (CDE) as a public convenience. Because the information is voluntarily self-reported, the Directory does not contain information for every LEA and the information that is in the Directory may be outdated or have errors, omissions, typos and other inaccuracies. Therefore, information, or the absence of information, in the Directory should not be relied upon for any purpose and should be used only to contact the LEA. The CDE makes no representation or warranty, express or implied, with respect to Directory information.

For information regarding LEA accreditation, please visit the US Department of Education's Accreditation and Quality Assurance web page.

Fiscal Year 2023-24 Program Calendar

California Department of Education
Early Education Division
10/1/2022

Instructions

Complete the Contractor Information section below. The Subtotals section will automatically total the number of operating days entered for each month. Each tab below represents a different month in Fiscal Year 2023-2024. For each month, put a "1" for each day of operation and a "0" for a non-operational day. The sheet will auto-total the number of days of operation for you and add all totals from each month on this cover sheet.

Contractor Information

Name of CSPP Contractor:	San Ysidro Elementary School District
Vendor Number:	6837
County:	36 San Diego
Contract Type:	CSPP

Subtotals

Note: The following fields are locked and are automatically calculated

First Quarter:	39
Second Quarter:	48
Third Quarter:	46
Fourth Quarter:	47
Total Days of Operation:	180

CDE Signature (CDE Use Only)

EED Consultant Initials:	[EED Consultant Initial]
Date approved by EED Consultant:	[Date approved by EED Consultant]

July 2023 Days of Operation

July 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Saturday, July 1, 2023	0
Sunday, July 2, 2023	0
Monday, July 3, 2023	0
Tuesday, July 4, 2023	0
Wednesday, July 5, 2023	0
Thursday, July 6, 2023	0
Friday, July 7, 2023	0
Saturday, July 8, 2023	0
Sunday, July 9, 2023	0
Monday, July 10, 2023	0
Tuesday, July 11, 2023	0
Wednesday, July 12, 2023	0
Thursday, July 13, 2023	0
Friday, July 14, 2023	0
Saturday, July 15, 2023	0
Sunday, July 16, 2023	0
Monday, July 17, 2023	0
Tuesday, July 18, 2023	0
Wednesday, July 19, 2023	0
Thursday, July 20, 2023	0
Friday, July 21, 2023	0
Saturday, July 22, 2023	0
Sunday, July 23, 2023	0
Monday, July 24, 2023	1
Tuesday, July 25, 2023	1
Wednesday, July 26, 2023	1
Thursday, July 27, 2023	1
Friday, July 28, 2023	1
Saturday, July 29, 2023	0
Sunday, July 30, 2023	0
Monday, July 31, 2023	1
Total:	**6**

August 2023 Days of Operation

August 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Tuesday, August 1, 2023	1
Wednesday, August 2, 2023	1
Thursday, August 3, 2023	1
Friday, August 4, 2023	1
Saturday, August 5, 2023	0
Sunday, August 6, 2023	0
Monday, August 7, 2023	1
Tuesday, August 8, 2023	1
Wednesday, August 9, 2023	1
Thursday, August 10, 2023	1
Friday, August 11, 2023	1
Saturday, August 12, 2023	0
Sunday, August 13, 2023	0
Monday, August 14, 2023	1
Tuesday, August 15, 2023	1
Wednesday, August 16, 2023	1
Thursday, August 17, 2023	1
Friday, August 18, 2023	1
Saturday, August 19, 2023	0
Sunday, August 20, 2023	0
Monday, August 21, 2023	1
Tuesday, August 22, 2023	1
Wednesday, August 23, 2023	1
Thursday, August 24, 2023	1
Friday, August 25, 2023	1
Saturday, August 26, 2023	0
Sunday, August 27, 2023	0
Monday, August 28, 2023	1
Tuesday, August 29, 2023	1
Wednesday, August 30, 2023	1
Thursday, August 31, 2023	1
Total:	**23**

September 2023 Days of Operation

September 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Friday, September 1, 2023	1
Saturday, September 2, 2023	0
Sunday, September 3, 2023	0
Monday, September 4, 2023	0
Tuesday, September 5, 2023	1
Wednesday, September 6, 2023	1
Thursday, September 7, 2023	1
Friday, September 8, 2023	1
Saturday, September 9, 2023	0
Sunday, September 10, 2023	0
Monday, September 11, 2023	1
Tuesday, September 12, 2023	1
Wednesday, September 13, 2023	1
Thursday, September 14, 2023	1
Friday, September 15, 2023	1
Saturday, September 16, 2023	0
Sunday, September 17, 2023	0
Monday, September 18, 2023	0
Tuesday, September 19, 2023	0
Wednesday, September 20, 2023	0
Thursday, September 21, 2023	0
Friday, September 22, 2023	0
Saturday, September 23, 2023	0
Sunday, September 24, 2023	0
Monday, September 25, 2023	0
Tuesday, September 26, 2023	0
Wednesday, September 27, 2023	0
Thursday, September 28, 2023	0
Friday, September 29, 2023	0
Saturday, September 30, 2023	0
Total Days:	**10**

October 2023 Days of Operation

October 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Sunday, October 1, 2023	0
Monday, October 2, 2023	0
Tuesday, October 3, 2023	1
Wednesday, October 4, 2023	1
Thursday, October 5, 2023	1
Friday, October 6, 2023	1
Saturday, October 7, 2023	0
Sunday, October 8, 2023	0
Monday, October 9, 2023	1
Tuesday, October 10, 2023	1
Wednesday, October 11, 2023	1
Thursday, October 12, 2023	1
Friday, October 13, 2023	1
Saturday, October 14, 2023	0
Sunday, October 15, 2023	0
Monday, October 16, 2023	1
Tuesday, October 17, 2023	1
Wednesday, October 18, 2023	1
Thursday, October 19, 2023	1
Friday, October 20, 2023	1
Saturday, October 21, 2023	0
Sunday, October 22, 2023	0
Monday, October 23, 2023	1
Tuesday, October 24, 2023	1
Wednesday, October 25, 2023	1
Thursday, October 26, 2023	1
Friday, October 27, 2023	1
Saturday, October 28, 2023	0
Sunday, October 29, 2023	0
Monday, October 30, 2023	1
Tuesday, October 31, 2023	**1**
Total:	**21**

November 2023 Days of Operation

November 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Wednesday, November 1, 2023	1
Thursday, November 2, 2023	1
Friday, November 3, 2023	1
Saturday, November 4, 2023	0
Sunday, November 5, 2023	0
Monday, November 6, 2023	1
Tuesday, November 7, 2023	1
Wednesday, November 8, 2023	1
Thursday, November 9, 2023	1
Friday, November 10, 2023	0
Saturday, November 11, 2023	0
Sunday, November 12, 2023	0
Monday, November 13, 2023	1
Tuesday, November 14, 2023	1
Wednesday, November 15, 2023	1
Thursday, November 16, 2023	1
Friday, November 17, 2023	1
Saturday, November 18, 2023	0
Sunday, November 19, 2023	0
Monday, November 20, 2023	0
Tuesday, November 21, 2023	0
Wednesday, November 22, 2023	0
Thursday, November 23, 2023	0
Friday, November 24, 2023	0
Saturday, November 25, 2023	0
Sunday, November 26, 2023	0
Monday, November 27, 2023	1
Tuesday, November 28, 2023	1
Wednesday, November 29, 2023	1
Thursday, November 30, 2023	1
Total:	**16**

December 2023 Days of Operation

December 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Friday, December 1, 2023	1
Saturday, December 2, 2023	0
Sunday, December 3, 2023	0
Monday, December 4, 2023	1
Tuesday, December 5, 2023	1
Wednesday, December 6, 2023	1
Thursday, December 7, 2023	1
Friday, December 8, 2023	1
Saturday, December 9, 2023	0
Sunday, December 10, 2023	0
Monday, December 11, 2023	1
Tuesday, December 12, 2023	1
Wednesday, December 13, 2023	1
Thursday, December 14, 2023	1
Friday, December 15, 2023	1
Saturday, December 16, 2023	0
Sunday, December 17, 2023	0
Monday, December 18, 2023	0
Tuesday, December 19, 2023	0
Wednesday, December 20, 2023	0
Thursday, December 21, 2023	0
Friday, December 22, 2023	0
Saturday, December 23, 2023	0
Sunday, December 24, 2023	0
Monday, December 25, 2023	0
Tuesday, December 26, 2023	0
Wednesday, December 27, 2023	0
Thursday, December 28, 2023	0
Friday, December 29, 2023	0
Saturday, December 30, 2023	0
Sunday, December 31, 2023	0
Total:	**11**

January 2024 Days of Operation

January 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Monday, January 1, 2024	0
Tuesday, January 2, 2024	0
Wednesday, January 3, 2024	0
Thursday, January 4, 2024	0
Friday, January 5, 2024	0
Saturday, January 6, 2024	0
Sunday, January 7, 2024	0
Monday, January 8, 2024	0
Tuesday, January 9, 2024	1
Wednesday, January 10, 2024	1
Thursday, January 11, 2024	1
Friday, January 12, 2024	1
Saturday, January 13, 2024	0
Sunday, January 14, 2024	0
Monday, January 15, 2024	0
Tuesday, January 16, 2024	1
Wednesday, January 17, 2024	1
Thursday, January 18, 2024	1
Friday, January 19, 2024	1
Saturday, January 20, 2024	0
Sunday, January 21, 2024	0
Monday, January 22, 2024	1
Tuesday, January 23, 2024	1
Wednesday, January 24, 2024	1
Thursday, January 25, 2024	1
Friday, January 26, 2024	1
Saturday, January 27, 2024	0
Sunday, January 28, 2024	0
Monday, January 29, 2024	1
Tuesday, January 30, 2024	1
Wednesday, January 31, 2024	1
Total:	**16**

February 2024 Days of Operation

February 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Thursday, February 1, 2024	1
Friday, February 2, 2024	1
Saturday, February 3, 2024	0
Sunday, February 4, 2024	0
Monday, February 5, 2024	1
Tuesday, February 6, 2024	1
Wednesday, February 7, 2024	1
Thursday, February 8, 2024	1
Friday, February 9, 2024	1
Saturday, February 10, 2024	0
Sunday, February 11, 2024	0
Monday, February 12, 2024	1
Tuesday, February 13, 2024	1
Wednesday, February 14, 2024	1
Thursday, February 15, 2024	1
Friday, February 16, 2024	0
Saturday, February 17, 2024	0
Sunday, February 18, 2024	0
Monday, February 19, 2024	0
Tuesday, February 20, 2024	1
Wednesday, February 21, 2024	1
Thursday, February 22, 2024	1
Friday, February 23, 2024	1
Saturday, February 24, 2024	0
Sunday, February 25, 2024	0
Monday, February 26, 2024	1
Tuesday, February 27, 2024	1
Wednesday, February 28, 2024	1
Thursday, February 29, 2024	1
Total:	**19**

March 2024 Days of Operation

March 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Friday, March 1, 2024	1
Saturday, March 2, 2024	0
Sunday, March 3, 2024	0
Monday, March 4, 2024	1
Tuesday, March 5, 2024	1
Wednesday, March 6, 2024	1
Thursday, March 7, 2024	1
Friday, March 8, 2024	1
Saturday, March 9, 2024	0
Sunday, March 10, 2024	0
Monday, March 11, 2024	1
Tuesday, March 12, 2024	1
Wednesday, March 13, 2024	1
Thursday, March 14, 2024	1
Friday, March 15, 2024	1
Saturday, March 16, 2024	0
Sunday, March 17, 2024	0
Monday, March 18, 2024	0
Tuesday, March 19, 2024	0
Wednesday, March 20, 2024	0
Thursday, March 21, 2024	0
Friday, March 22, 2024	0
Saturday, March 23, 2024	0
Sunday, March 24, 2024	0
Monday, March 25, 2024	0
Tuesday, March 26, 2024	0
Wednesday, March 27, 2024	0
Thursday, March 28, 2024	0
Friday, March 29, 2024	0
Saturday, March 30, 2024	0
Sunday, March 31, 2024	0
Total:	**11**

April 2024 Days of Operation

April 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Monday, April 1, 2024	1
Tuesday, April 2, 2024	1
Wednesday, April 3, 2024	1
Thursday, April 4, 2024	1
Friday, April 5, 2024	1
Saturday, April 6, 2024	0
Sunday, April 7, 2024	0
Monday, April 8, 2024	1
Tuesday, April 9, 2024	1
Wednesday, April 10, 2024	1
Thursday, April 11, 2024	1
Friday, April 12, 2024	1
Saturday, April 13, 2024	0
Sunday, April 14, 2024	0
Monday, April 15, 2024	1
Tuesday, April 16, 2024	1
Wednesday, April 17, 2024	1
Thursday, April 18, 2024	1
Friday, April 19, 2024	1
Saturday, April 20, 2024	0
Sunday, April 21, 2024	0
Monday, April 22, 2024	1
Tuesday, April 23, 2024	1
Wednesday, April 24, 2024	1
Thursday, April 25, 2024	1
Friday, April 26, 2024	1
Saturday, April 27, 2024	0
Sunday, April 28, 2024	0
Monday, April 29, 2024	1
Tuesday, April 30, 2024	1
Total:	**22**

May 2024 Days of Operation

May 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Wednesday, May 1, 2024	1
Thursday, May 2, 2024	1
Friday, May 3, 2024	1
Saturday, May 4, 2024	0
Sunday, May 5, 2024	0
Monday, May 6, 2024	1
Tuesday, May 7, 2024	1
Wednesday, May 8, 2024	1
Thursday, May 9, 2024	1
Friday, May 10, 2024	1
Saturday, May 11, 2024	0
Sunday, May 12, 2024	0
Monday, May 13, 2024	1
Tuesday, May 14, 2024	1
Wednesday, May 15, 2024	1
Thursday, May 16, 2024	1
Friday, May 17, 2024	1
Saturday, May 18, 2024	0
Sunday, May 19, 2024	0
Monday, May 20, 2024	1
Tuesday, May 21, 2024	1
Wednesday, May 22, 2024	1
Thursday, May 23, 2024	1
Friday, May 24, 2024	1
Saturday, May 25, 2024	0
Sunday, May 26, 2024	0
Monday, May 27, 2024	0
Tuesday, May 28, 2024	1
Wednesday, May 29, 2024	1
Thursday, May 30, 2024	1
Friday, May 31, 2024	1
Total:	**22**

June 2024 Days of Operation

June 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Saturday, June 1, 2024	0
Sunday, June 2, 2024	0
Monday, June 3, 2024	1
Tuesday, June 4, 2024	1
Wednesday, June 5, 2024	1
Thursday, June 6, 2024	0
Friday, June 7, 2024	0
Saturday, June 8, 2024	0
Sunday, June 9, 2024	0
Monday, June 10, 2024	0
Tuesday, June 11, 2024	0
Wednesday, June 12, 2024	0
Thursday, June 13, 2024	0
Friday, June 14, 2024	0
Saturday, June 15, 2024	0
Sunday, June 16, 2024	0
Monday, June 17, 2024	0
Tuesday, June 18, 2024	0
Wednesday, June 19, 2024	0
Thursday, June 20, 2024	0
Friday, June 21, 2024	0
Saturday, June 22, 2024	0
Sunday, June 23, 2024	0
Monday, June 24, 2024	0
Tuesday, June 25, 2024	0
Wednesday, June 26, 2024	0
Thursday, June 27, 2024	0
Friday, June 28, 2024	0
Saturday, June 29, 2024	0
Sunday, June 30, 2024	0
Total:	**3**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH AYA HEALTHCARE, INC. FOR 2022-2023 SCHOOL YEAR

BACKGROUND INFORMATION:
Aya Healthcare, Inc., a nonpublic agency, approved by SELPA, will be providing licensed health care personnel to provide healthcare services, Speech Language Pathologist (SLP), Speech Language Pathologist Assistant (SLPA), School Psychologists, and Behavior Intervention services, to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal guidelines and compliance.

Cost Implications: LVN: $40.42/hr
Health Aide/CNA: $28.40/hr
SLP: $81.93/hr
SLPA: $61.92/hr
Psychological Services: $86.47/hr
Registered Behavior Technician: $65.00/hr

RECOMMENDATION:
Approve the San Diego County Nonpublic Master Contract with Aya Healthcare, Inc. for the 2022-2023 school year. Cost implications will be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement, Action 1.3: Provide certificated and classified staffing to support students, including teachers, site and district office staff, instructional aides, speech therapists, health care assistants, LVNs, behavioral specialists, and site and district administrators.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

To be determined	Special Education
(Amount)	(Name of funding source and/or location)

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

2022-2023
San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Nonpublic Master Contract Main Document

2022-2023

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MAIN DOCUMENT

APPENDIX A:

SCHOOLS APPENDIX

B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

2022-2023
Nonpublic Master Contract

Main Document

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San Diego County Nonpublic Master Contract Main Document

2022-2023

This contract ("Master Contract") is entered into by and between San Ysidro School District ("LEA") and Aya Healthcare, Inc. ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

3.4.5 When an IEP team has determined that a pupil should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

3.8.3 CONTRACTOR shall report to LEA all incidents of discipline of any pupil where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers.

6.2 VERIFICATION OF CREDENTIALS

CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. CONTRACTOR shall upon request provide LEA with a copy of the credential or license for each staff member or subcontractor providing services to children with disabilities. Thereafter, the CONTRACTOR shall supply LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly for services rendered, no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contact term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

CONTRACTOR shall provide to LEA all pupil information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide

services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

(collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	$1,000,000/3,000,000
Professional Liability	$1,000,000/2,000,000
Auto liability owned and non-owned vehicles	$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above-mentioned insurance coverage shall be cause for termination of this contract.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

SECTION 22: VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of all notices shall be the date of the postmark, email or facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

Notices to the LEA:	Notices to the CONTRACTOR:
Marilyn Adrianzen, Chief Business Official Name/Title	Attn: Facility Contracts Name/Title
San Ysidro School District Local Education Agency	Aya Healthcare, Inc. Nonpublic
4350 Otay Mesa Road Address	5930 Cornerstone Court, Ste. 300 Address
San Ysidro CA 92173 City State Zip	San Diego CA 92121 City State Zip
(619) 428-4476 Phone	(866) 687-7390 Phone
(619) 428-6473 Facsimile	( ) Facsimile
marilyn.adrianzen@sysd.k12.ca.us Email Address	FacilityContracts@ayahealthcare.com Email Address

SECTION 25: DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions of this Master Contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

SECTION 26: SIGNATURES

This Master Contract, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This Master Contract is effective on December 13, 2022 and terminates at 5:00 p.m. on June 30, 2023
unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE: 11/22/2022
Authorized Representative Signature

Peter Kaufman, EVP, Enterprise Services
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: _____

2022-2023
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Aya Healthcare, Inc.

CONTRACTOR NPA ID NUMBER: 9903266

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	81.93	hr
Language and Speech (415) - Licensed SLP-A	61.92	hr
Language and Speech (415) – Speech Therapy Aide		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	40.42	hr
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	28.4	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		
Physical Therapy (460)		

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)	86.47	hr
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation		
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	65.00	hr
Behavior Intervention Services (535) – Supervision		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		

Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Aya Healthcare, Inc.



DATE: 11/22/2022

Authorized Representative Signature

Peter Kaufman, EVP, Enterprise Services
(Type) Name and Title

LEA
Local Educational Agency

DATE: _____

Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH STEIN EDUCATION CENTER FOR 2022-2023 SCHOOL YEAR (AMENDMENT)

BACKGROUND INFORMATION:
California's NonPublic Schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an Individualized Education Program (IEP). The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

On October 20, 2022, the Governing Board approved the contract with Stein Education Center to provide specialized services during 2022-2023 school year at a cost of $152,432.59. The contract has been amended to include the following at an additional cost of $32,933.93.

1. Additional Services: Per last IEP, Intense Individual Services have been added; and
2. Correction on Related Services Costs.

RECOMMENDATION:
Approve/Ratify the Amendment to the San Diego County Nonpublic Master Contract with Stein Education Center for the 2022-2023 school year to include the additional services and correction on related services costs to Appendix A (Individual Service Agreement) at an amended total of $185,366.52 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.18: Continue to provide site and/or district based academic intervention programs to serve the districts unduplicated student groups (i.e. English Learners, Socio-Economically Disadvantaged, Students with Disabilities, etc.) and educationally disadvantaged students in Comprehensive Support and Improvements Schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student groups including unduplicated students at all school sites. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment to accelerate learning and increase engagement for all students including unduplicated students.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$185,366.52	Special Education
(Amount)	(Name of funding source and/or location)

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic School Stein Education Center

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name _____ Sex: ☒ M ☐ F Grade: 8th
(Last) (First) (M.I.)

Address _____ City San Diego State/Zip CA 92154

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 315 during the regular school year
   _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   43 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 291.98
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 223 **x Daily Rate** 291.98 **= PROJECTED BASIC EDUCATION COSTS (A)** 65,111.54

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		per IEP	23.55/hr 123.64/day	223	27,571.72
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		x		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Occupational Therapy (450)		x	per IEP		INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - Licensed PT Assistant (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535) – BI Design					INCLUDED		INCLUDED
Behavior Intervention Services (535) – BI Implementation					INCLUDED		INCLUDED
Behavior Intervention Services (535) – BII (AIDE)							
Behavior Intervention Services (535) – BII (RBT)							
Behavior Intervention Services - Supervision (535)							
Specialized Services for Low Incidence Disabilities (610)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other Services (900) Music Therapy	x		per IEP				

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other Services (900) Vision Therapy							
Other Service (900)							
Transportation-Emergency		x					
Bus Passes		x			23.00/mo		

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ 27,571.72

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Stein Education Center
(Name of Nonpublic School)

(Signature) (Date)

Chayo Chavez, M.S., Director of Education Program
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

(Signature) (Date)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

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LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name _____ Sex: ☐ M ☒ F Grade: 5th
(Last) (First) (M.I.)

Address _____ City San Diego State/Zip CA 92154

DOB _____ Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 315 during the regular school year
   _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   43 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 291.98
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 223 **x Daily Rate** 291.98 **= PROJECTED BASIC EDUCATION COSTS (A)** 65,111.54

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		223/yr	23.55/hr 123.64/day	223	27,571.72
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		x		per IEP	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Occupational Therapy (450)		x		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)	x			per IEP			
Physical Therapy - Licensed PT Assistant (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535) – BI Design		x			INCLUDED		INCLUDED
Behavior Intervention Services (535) – BI Implementation		x			INCLUDED		INCLUDED
Behavior Intervention Services (535) – BII (AIDE)							
Behavior Intervention Services (535) – BII (RBT)							
Behavior Intervention Services - Supervision (535)							
Specialized Services for Low Incidence Disabilities (610)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other Services (900) Music Therapy	x			per IEP			

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2022-2023

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other Services (900) Vision Therapy							
Other Service (900)							
Transportation-Emergency		x					
Bus Passes		x			23.00/mo		

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ $27,571.72

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Stein Education Center
(Name of Nonpublic School)

(Signature) (Date)

Chayo Chavez, M.S., Director of Education Program
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

(Signature) (Date)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: LICENSE AGREEMENT WITH IMAGINE LEARNING FOR THE IMAGINE MATH FACTS SOFTWARE FOR ALL SCHOOLS

BACKGROUND INFORMATION:
The Imagine Learning supplemental math programs provide adaptive, age-appropriate learning environments for students in PreK–8. Imagine Math Facts teaches students math facts through a series of powerful, engaging activities on multiplication, division, addition, and subtraction—helping each child quickly gain automaticity and math fact fluency along with a new interest in math. In addition, Imagine Math Facts' game-based software offers teachers an effective way to teach math facts intensely. Solve the math fluency puzzle and build a critical pre-algebra foundation.

Educational Services is requesting approval to renew the Imagine Math Facts software for all schools. The term of these licenses is from December 2022 through December 2023.

RECOMMENDATION:
Approve the license agreement with Imagine Learning for the renewal of the Imagine Math Facts Software for all schools at the total cost of $35,000.00 from the Learning Recovery Emergency Block Grant.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement ~ Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$35,000.00	Learning Recovery Emergency Block Grant
(Amount)	(Name of funding source and/or location)

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

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	11/21/2022
Quote No.	287904
Acct. No.	03:sa:CA:12205510
Total	$35,000.00
Pricing Expires	2/19/2023

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro CA 92173

Payment Schedule	Contract Start	Contract End
	12/15/2022	12/14/2023

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. La Mirada Elementary School						
2. Ocean View Hills School						
3. San Ysidro Middle School						
4. Smythe Elementary School						
5. Sunset Elementary School						
6. Vista Del Mar Middle School						
7. Willow Elementary School						
	Imagine Math Facts Site License		12/14/2023	$5,000.00	7	$35,000.00

Subtotal	$35,000.00
Total	$35,000.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at https://www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

San Ysidro School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Yadira Cervantes
yadira.cervantes@imaginelearning.com
714 345 9389

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 "Confidential Information" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 "Documentation" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.

1.9 "Instructional Services" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 "Price Quote for Services" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 "Professional Development" means all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.

1.12 "Services" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF SERVICES

2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 **Support Services**. Company will provide Customer with the support services described at http://help.imaginelearning.com/hc/en-us.

2.3 **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.

b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

c) **Single User** - available to a single user identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.

d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.2 Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.3 Ownership. Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses (**"Open Source Software"**). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30)

days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal, state or local funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

6.4 Customer Responsibility for Access, Content and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9. CONFIDENTIALITY; PRIVACY

9.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2 Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains

additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at https://www.imaginelearning.com/privacy ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3 Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4 Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

9.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1 By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims and actions described in this Section 10.1.

10.2 By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation

its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) Customer's unauthorized use of Services hereunder and/or (c) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

13. MISCELLANEOUS.

13.1 Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

13.2 Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3 No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4 Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5 Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6 Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7 Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8 Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9 No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

CUSTOMER:	**IMAGINE LEARNING LLC**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.

2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.

3. **HOURS OF AVAILABILITY**. Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. **NO GUARANTY OF OUTCOMES**. Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.

    a. **Instructor Requirements**. Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.

    b. **Exceptional Student Services**. If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

d. **Reporting and Withdrawal of Students/End Users**. Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Company may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.

   a. **Charges for PD Services.** Before delivering Professional Development Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development Services will be available for use by Customer only during the Term of the Subscription.

   b. **Use of Customer's Facilities.** If Company will be providing any PD Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.

   c. **Forfeiture & Cancellation of PD Services.** Professional Development services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development services are changed or cancelled less than 48 hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development Services.

7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or PD Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Marilyn Adrianzen, Chief Business Official
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) AGREEMENT WITH KYA SERVICES LLC FOR CLASSROOM FLOOR REPAIRS AT SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:
There are significant cracks in the concrete slabs in various classrooms at San Ysidro Middle School (SYMS). The cracks have caused noticeable tears in the carpet, particularly in classrooms in the 400 building.

The District plans to contract with KYA Services to fill in cracks in the slabs and replace carpets in rooms 402, 403,407, 408, and 409 for an estimated cost of $41,645.45. This contract will be procured through the California Multiple Award Schedules (CMAS) program that the board approved previously. School districts can purchase materials, equipment, and supplies provided that the purchases are the same as those made by the Department of General Services and are under the same terms, conditions, and specifications at a price lower than the districts can obtain through their normal purchasing procedures.

Pursuant to California Education Code (EC) section 17595 and Public Contract Code (PCC) section 20653 authorize school districts to purchase materials, equipment, or supplies through the Department of General Services, and (PCC) section 10298 specifically authorizes state and local agencies to contract with suppliers who are awarded CMAS contracts *without further competitive bidding.* It is generally accepted that a CMAS contract may include labor/installation services if those services are "incidental" to the project. The estimated costs of this contract also qualify for the California Uniform Public Construction Cost Accounting Act (CUPCCAA) bid limits.

RECOMMENDATION:
Approve the California Multiple Award Schedules (CMAS) agreement with KYA Services LLC to provide services and materials to repair flooring and replace carpeting at the San Ysidro Middle School at an estimated cost of $41,645.45 to be paid from the with Refunding Certificates of Participation and the State Allocation Grant funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$41,645.45	Refunding COPs and the State Allocation Grant funds.
(Amount)	(Name of funding source and/or location)

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

PUBLIC WORKS CONTRACT FOR SERVICES UNDER THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT FOR PROJECTS UP TO $60,000

THIS CONTRACT made and entered into on __December 13___, 2022 by and between ___**KYA Services LLC**__, hereinafter called the **CONTRACTOR** and the **San Ysidro Elementary School District**, hereinafter called the **DISTRICT.**

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT in accordance with the Terms & Conditions set forth in Attachment B hereof and incorporated herein by this reference and any specifications attached** for a total contract price of:

   Forty0one thousand, six hundred forty-five dollars and forty-five cents **($__41,645.45___)**
   (MAY NOT EXCEED $200,000) to be paid in full within thirty (30) days after completion and acceptance

2. Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: _____. This contract shall commence on _tentatively on 12-19-22_____with work to be completed ~~within _____ (___) consecutive days and/or~~ by _01-09-23____.

3. Contractor shall be registered with the Department of Industrial Relations pursuant to Labor Code 1725.5 (Attachment B).

4. **SCOPE OF WORK:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. **CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:** Describe in detail the scope of the proposed project and materials to be furnished. Attach additional sheets if necessary and reference “see attachment” in space provided below. NOTE: this contract, in conjunction with the terms and conditions in Attachments A - C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

1. Contractor to provide carpet materials and installation for new flooring at the San Ysidro Middle School Rooms 402,403,407-409. Please refer to Exhibit A for details and rates.

Prevailing Wages Apply

Note: If contract exceeds $25,000, per Civil Code Section 3247, Contract shall provide a Payment Bond.

- This space intentionally left blank -

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the _____of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2022, at _____, California.

By: _____

Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.
_____ Surveillance of employees of the Contractor by school personnel.
_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. (last 4 digits or full CDL #) _____

___X___ In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

__X____ Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).
_____ Other, describe ___Work to be performed during the Schools Winter Break (non-school and non-school day(s))_____.

Signature: _____Dr. Jose Iniguez Title: __Asst. Superintendent_____ Date: _____
Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

_____ Work Specs/Scope of Work Statement
_____ Certificates of Insurance
_____ Contractor Certification Form , Attachment A &B
_____ Purchase Order No. _____
_____ Non-Collusive Declaration
_____ Workers' Compensation Certificate
_____ Terms and Conditions, Attachment C
_____ Covid-19 Attachment D

NOTE: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY

_____Individual
_____Sole Proprietorship
_____Partnership
_____Corporation
_____Other

TAX IDENTIFICATION

_____
Employer Identification Number

_____
Social Security Number

License No:_____ Classification:_____ Expiration Date:_____

DIR Registration No. _____

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on attached certification form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Date:_____

Company Name:_____

Address:_____

_____

Authorized Signature:_____

Printed Name:_____

Title:_____

Phone:_____ Fax: _____

Email Address:_____

Accepted by: _____
Signature of District Representative

Printed Name: Marilyn Adrianzen

Title: Chief Business Official

Date: _____

Address: 4350 Otay Mesa Road

San Ysidro, CA 92173

Board approved: _____

ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c), that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has not criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name Social Security No.

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

Dated: _____ _____(Company)

_____(Signature) _____(Title)

(Complete only if pertinent)

ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I _____, _____ certify that
(Name) (Title)

_____ is currently registered as a contractor with the Department of Industrial
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20__

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

_____
Signature

_____
Date

ATTACHMENT C
TERMS AND CONDITIONS

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

No contractor or subcontractor may be listed on a proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than $1,000,000 per occurrence (combined single limit) and $2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE**: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a Certificate Regarding workers' Compensation available from the District prior to performing the work of the contract.

ARTICLE 7. LABOR CODE COMPLIANCE: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars ($1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.
Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each

worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.
Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the join apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification.

The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand ($30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars ($25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within

specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:
Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either

party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed $45,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF $375,000 OR LESS: For public work claims of $375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than $50,000 ("$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over $50,000 but less than or equal to $375,000 ("$50,000-$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for $50,000 claims or within thirty (30) days after receipt of the further documentation for $50,000-$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written

claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. OCCUPANCY: District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

Contractor agrees to post job site notices prescribed by regulation Chapter 8 Calif. Code Reg. §16451(d) :

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to

enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Ysidro Elementary School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. LABOR COMPLIANCE: If the District is using funds derived from the Kindergarten-University Public Education Facilities Bond Acts of 2002, 2004 or 2006 for this Project, then the Contractor may be required to enforce the District's Labor Compliance Program ("LCP").

ARTICLE 42, DIR REGISTRATION: In accordance with Labor Code 1725.5, Contractor and Subcontractors must be registered as of the date of this Agreement.

ARTICLE 44. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 43. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds $10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 43

ATTACHMENT D

COVID-19
Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
   a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
   b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
   c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
   d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements. Face masks may be required while at a District operated facility.

2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.

3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office or as later amended or enacted.

4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

EXHIBIT A

PREPARED FOR

Fidel Castro

San Ysidro School District

fcastro@sysd.k12.ca.us

11/23/2022

San Ysidro MS - Carpet Replacement

Project Number 1-1-27835

CUPCCAA:

Contact

Jeff Bloedorn
1800 E. McFadden Ave.
Santa Ana, CA

909-322-043

jeff.bloedorn@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379

Proposal: 1-1-27835
To: San Ysidro School District
4350 Otay Mesa Road
San Diego
California
92154

c/o: San Ysidro School District
RA: Jeff Bloedorn
RA Phone: 909-322-043
RA Email: jeff.bloedorn@theKYAgroup.com
Site: San Ysidro Middle (San Ysidro Elementary)
Address: 4345 Otay Mesa Rd.,
92173

Date: November 23, 2022
Terms: Net 30
CUPCCAA:

Site Qualifications and General Scope of Work

DIR # 1000003379

Price Includes: Materials, Demo of existing Surface, Standard Floor Prep, Application of Carpet, Walk off Mat and Base

Excludes Furniture Moving

Rm 402, 403 , 407 - 409

Price Valid for 30 Days

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

San Ysidro MS - Carpet Replacement	Quantity	U/M	Price	Value
Media Made Eliteflex cushion -	557.00	SY	$30.09	$16,760.13 T
Rough Idea Shear-EliteFlex Cushion	21.00	SY	$45.42	$953.82 T
Healthbond 2399 Adhesive (4G)-	6.00	EA	$160.95	$965.70 T
Permaweld (Seam Weld) (8 oz bottle)-	12.00	EA	$12.30	$147.60 T
Supply and Apply Carpet Walk Off Mat and Base	1.00	EA	$17,960.27	$17,960.27
Freight	1.00	EA	$1,621.62	$1,621.62
Sundries	1.00	EA	$1,081.08	$1,081.08
AB2398 Carpet Recovery	578.00	EA	$0.35	$202.30
Bonding Fee	1.00	EA	$493.82	$493.82
Sales Tax	1.00	EA	$1,459.11	$1,459.11
		Total Price		$41,645.45

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.
Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

KYA Services LLC

Accepted by:

Signature:		Signature:	Jeff Bloedorn
By: (Print)		By: (Print)	Jeff Bloedorn
Title:		Title:	Regional Advisor
Date:		Date:	November 23, 2022

Initials _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Marilyn Adrianzen, Chief Business Official
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) AGREEMENT WITH KYA SERVICES LLC FOR REPAIRS AT THE SAN YSIDRO MIDDLE SCHOOL LOCKER ROOMS

BACKGROUND INFORMATION:
There are noticeable cracks in the terrazzo-based flooring in both locker rooms at San Ysidro Middle School (SYMS) presenting a safety hazard. To address this safety concern, we plan to cover the floors in both locker rooms with epoxy during the winter break.

The selected vendor is KYA Services and the scope of this contract includes preparing the terrazzo-based slab in both locker rooms and coating it with an epoxy finish for an estimated cost of $209,567.36. School districts can participate in the California Multiple Award Schedules (CMAS) program for the purchase of materials, equipment, and supplies provided that the purchases are the same as those made by the Department of General Services and are under the same terms, conditions and specifications at a price lower than the districts can obtain through their normal purchasing procedures. The board has previously approved our participation in the CMAS.

Education Code (EC) section 17595 and Public Contract Code (PCC) section 20653 authorize school districts to purchase materials, equipment, or supplies through the Department of General Services, and (PCC) section 10298 specifically authorizes state and local agencies to contract with suppliers who are awarded CMAS contracts *without further competitive bidding.* It is generally accepted that a CMAS contract may include labor/installation services if those services are "incidental" to the project.

RECOMMENDATION:
Approve the California Multiple Award Schedules (CMAS) agreement with KYA Services LLC to provide materials and services for epoxy repairs at the San Ysidro Middle School locker rooms at an estimated cost of $209,567.36 from the Refunding Certificates of Participation and/or the State Schools Facilities Program Modernization Reimbursement funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$209,567.36	Refunding Certificates of Participation and State Schools Facilities Program Modernization Reimbursement
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on **December 13, 2022** by and between **KYA Services LLC.** hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on **December 13, 2022** with work to be completed on or before **January 9, 2023.**

2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall provide labor, materials, equipment, and repair services for the San Ysidro Middle School Epoxy Showers Project 1-1-27836 and related to the CMAS Contract No. 4-20-78-0089C (See the attached proposal referred to as Exhibit A of this agreement).
PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.

4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.

5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.

6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.

7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.

8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:

   - Scope of Work Statement (Exhibit A)
   - Certificates of Liability Insurance
   - Additional Insured Endorsement(s)
   - Worker's Compensation Insurance (as required by law)
   - Waiver of Subrogation for both General Liability and Workers' Compensation
   - School Safety Certification Form
   - Covid-19 Vaccination Proof (Addendum)
   - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.

10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

_____

Authorized Signature

_____

Name

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

_____

DATE: _____

TEL # _____

EMAIL: _____

SAN YSIDRO SCHOOL DISTRICT

_____

Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED:

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE**. Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION**. Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR**. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS**. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY**. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR**. When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES**. No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS**. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS**. No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION**. Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP**. Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK**. District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY**. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY**. District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER**. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE**. The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Contractor Initials_____

17. **HOLD HARMLESS AGREEMENT To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.**

18. **PAYMENT**. Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES**. The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT**. While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION**. It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**. The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE**. The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE**.

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than $1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY**. The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS**. In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

Contractor Initials_____

25. **COMPLIANCE WITH LAWS**. Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE**. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW**. This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION**. Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)**. All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES**. All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE**. The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials _____`

San Ysidro School District

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

CERTIFICATION:

_____(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide Live Scan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

_____

_____

Name & Title of authorized representative *(Print)*

_____

_____

Signature: _____

Date _____

EXHIBIT A

PREPARED FOR

Fidel Castro

San Ysidro School District

fcastro@sysd.k12.ca.us

11/30/2022

San Ysidro MS - Epoxy Showers

Project Number 1-1-27836

CMAS: 4-20-78-0089C

Contact

Jeff Bloedorn
1800 E. McFadden Ave.
Santa Ana, CA

909-322-043

jeff.bloedorn@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379

Proposal: 1-1-27836
To: San Ysidro School District
4350 Otay Mesa Road
San Diego
California
92154

c/o: San Ysidro School District
RA: Jeff Bloedorn
RA Phone: 909-322-043
RA Email: jeff.bloedorn@theKYAgroup.com
Site: San Ysidro Middle (San Ysidro Elementary)
Address: 4345 Otay Mesa Rd.,
92173

Date: November 30, 2022
Terms: Net 30
CMAS: 4-20-78-0089C
Base Contract: February 10, 2025
Contract Terms: Feb 26, 2020 - Feb 10, 2025

Site Qualifications and General Scope of Work DIR # 1000003379

Price Includes Materials, Prepare floor as needed for new flooring products, Urethane Mortar, and application of Urethane Cove Base

Excludes; Non-standard work hours, Furniture and equipment moving.

Boys&Girls Locker Room

Price Valid for 30 Days

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials _____

SCOPE OF WORK - PRICING

San Ysidro MS - Epoxy Showers	Quantity	U/M	Price	Value
300BAPACIFICA 300- BASE PART A	160.00	EA	$58.90	$9,424.00 T
300BCPPACIFICA 300- BASE COLOR PACK	140.00	EA	$29.45	$4,123.00 T
300BBEZPACIFICA 300- BASE PART B EZ	160.00	EA	$101.44	$16,230.40 T
300CGPACIFICA 300- COLOR GRAIN	140.00	EA	$51.54	$7,215.60 T
300CCAPACIFICA 300- CAP COAT PART A	160.00	EA	$176.71	$28,273.60 T
300CCBEZPACIFICA 300- CAP COAT PART B EZ	140.00	EA	$161.98	$22,677.20 T
300TCAPACIFICA 300- TOP COAT PART A	160.00	EA	$176.71	$28,273.60 T
300TCBEZPACIFICA 300- TOP COAT PART B EZ	140.00	EA	$161.98	$22,677.20 T
300BCAPACIFICA 300- BODY COAT PART A	160.00	EA	$80.99	$12,958.40 T
300BCBEZPACIFICA 300- BODY COAT PART B EZ	140.00	EA	$61.85	$8,659.00 T
Floor Covering Journeyman (So Cal)	341.00	HRS	$100.09	$34,130.69
Bonding Fee	1.00	EA	$2,484.99	$2,484.99
Sales Tax	1.00	EA	$12,439.68	$12,439.68
		Total Price		$209,567.36

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.
Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.
Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

KYA Services LLC

Accepted by:

Signature:		Signature:	Jeff Bloedorn
By: (Print)		By: (Print)	Jeff Bloedorn
Title:		Title:	Regional Advisor
Date:		Date:	November 30, 2022

Initials _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Marilyn Adrianzen, Chief Business Official
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE RGC GENERAL ENGINEERING INC. AGREEMENT

BACKGROUND INFORMATION:
The project is part of the improvements needed to move the 6th grade class from Ocean View Hills to Vista Del Mar. The location for the new 6th grade class was originally planned, designed and constructed for Kindergarten, and Vista Del Mar School itself was originally designed for K-5 education. The relocation of the 6th grade class from Ocean View Hills to Vista Del Mar requires modifications to the school so that 6th grade athletic play areas at both the upper and lower playfields are provided.

This project removes the playground equipment from the upper play area that was originally intended for Kindergarten, and adds seating and appropriate fill materials in the remaining play area spaces. The lower athletic play area is modified by reconfiguring the basketball and volleyball courts to allow for two additional full length basketball courts and two volleyball courts. To make this conversion possible, the two existing sand volleyball courts are to be removed and filled with asphalt. The two playgrounds in the lower play area are also to be removed. The entire play area will be re-asphalted, sealed and painted with striping for both basketball and volleyball.

Amendment No. 2 is to extend the term of the agreement to January 30, 2023. All other Terms & Conditions and fees remain the same.

RECOMMENDATION:
Approve/Ratify Amendment No. 2 to the RGC General Engineering Inc. agreement to extend the term of the agreement for the playground modifications at the Vista Del Mar Middle School.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 2

The Agreement between San Ysidro School District (District) and RGC General Engineering Inc. was entered on July 15, 2022, to provide paving and playground improvements at Vista Del Mar Middle School.

Amendment No. 2 - The following sections are being amended.

- SECTION NO. 2 TERM:

  Extend the Term's completion date from October 4, 2022 to January 30, 2023 or until completion of the playground project at Vista Del Mar Middle School whichever happens first. This extension would allow ample time for completion.

All other Terms and Conditions of the Agreement dated July 15, 2022 remain the same.

The District and RGC General Engineering Inc., each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

RGC General Engineering Inc.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
	Board Approved/Ratified

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

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

☐ Informational
☒ Action

AGENDA ITEM: MEMBERSHIP TO THE CALIFORNIA ASSOCIATION OF LATINO SUPERINTENDENTS AND ADMINISTRATORS (CALSA) FOR 2022-2023

BACKGROUND INFORMATION:
The California Association of Latino Superintendents and Administrators (CALSA) is a community of diverse educational leaders skilled in addressing the needs of Latino/a students and dedicated to increasing the number of highly effective Latino/a administrators.

CALSA advocates for the continued development and placement of Latino educational leaders who are committed to quality public education.

The CALSA goals are the following:

- Provide leadership in school administration and instructional capacity.
- Work cooperatively with other state and national administrative organizations to promote and advocate for quality public education.
- Provide mentoring opportunities for aspiring Latino educators.
- Provide networking opportunities for all members of the Association.
- Provide professional assistance to community groups, boards of education, and other leaders in, or related to, the field of education.
- Initiate research and provide data necessary to develop educational programs, which meet the educational needs of the community served by the membership.
- To serve as a source of information for employment opportunities in school administration.
- To provide members opportunities for professional growth activities.

RECOMMENDATION:
Approve the Membership for Cabinet to the California Association of Latino Superintendents and Administrators (CALSA) for 2022-2023 at an approximate cost of $1,400.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

Approx. $1,400.00	General Fund
(Amount)	(Name of funding source and/or location)

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

Search

BACK TO HOME

JOIN CALSA TODAY

RENEW MEMBERSHIP

MEMBER PORTAL

UPDATE MEMBER INFO

MEMBERSHIP

Join an exclusive community of over 1,000 diverse educational leaders skilled in addressing the needs of Latino/a students. CALSA offers unique opportunities for educators by providing cutting-edge learning, networking, and leadership opportunities.

CALSA understands the importance of providing quality capacitybuilding tools, in turn adding value to your organization. Our organizational subscription packages offer a unique opportunity to all school professionals. If you are a Certificated or Classified Management Leader (i.e., Superintendents, Assistant Superintendents, Site Administrators, Directors), CALSA aims to collaborate with you and your network on leadership development, advocacy, and efficacy for optimal reach.

WHY YOUR DISTRICT SHOULD JOIN CALSA:

The California Association of Latino Superintendents and Administrators (CALSA) is a community of diverse educational leaders skilled in addressing the needs of our California students, which are comprised of 54% Latino/a students, 20% English Language Learners and 62% students living on low income. CALSA is dedicated to increasing the number of highly effective administrators with corazón to advocate for the needs our

improving student outcomes.

WHO IS COVERED UNDER THE SUBSCRIPTION:

Certificated and Classified Management Leaders (i.e., Superintendents, Assistant Superintendents, Site Administrators, Directors, and other certificated and classified managers).

BENEFITS:

As part of the CALSA community, you'll have access to:

- Discounts to conferences and professional development workshops.
- Engage in Women's Leadership Network (WLN) and the CALSA Mentoring Program opportunities
- Employment Opportunities: Leverage our website to view job opportunities throughout the state.
- Discounts on job postings executive searches
- Mentoring Program and higher education Discounts
- Legislative Advocacy: stay connected to current or upcoming legislation impacting our students and communities
- Professional Advisory Network (PAN): engage with experienced, trusted and respected advisers to help you navigate professional challenges
- Professional Training and Consulting (affiliate discounts)
- Benefits and discounts from CALSA Core Partners

As a CALSA member you are guaranteed membership in the largest and most influential Latina/Latino superintendent and administrator organization in California. CALSA has embarked on a proactive movement for advocacy, leadership, and mentoring directly benefiting California's Latina/Latino students and the next generation of Latina/Latino school leaders. CALSA's formal alliances with the Association of California School Administrators (ACSA) and the national Association of Latina/Latino

efficacy and leadership voice.

Member Eligibility

The Association's membership is open to any Superintendent; Associate membership is inclusive of school administrators, aspiring administrator, retirees, and higher education educators.

To become a member of CALSA and be part of a strong, professional organization, be sure to send in your application early. The membership is annual from the day you start and automatic if a credit card is used.

Membership Dues

- Superintendents: $300
- Deputy/Associate/Assistant Superintendent: $250
- Administrators: $200
- Aspiring Administrators: $100
- Retirees: $100
- Retiree Lifetime: $500

CALSA Number of District Administrators & Cost Per Administrator

3-5 members:

- Superintendents: $280
- Deputy/Associate/Assistant Superintendent: $230
- Administrators: $130
- Aspiring administrators: $70

6-20 members:

- Superintendents: $260
- Deputy/Associate/Assistant Superintendent: $210

- Aspiring administrators: $65

21-50 members:

- Superintendents: $240
- Deputy/Associate/Assistant Superintendent: $190
- Administrators: $90
- Aspiring administrators: $60

Method of Payment

District Payment: Some districts are budgeted to pay all or part of an administrators dues. Check with your business department, and follow your district's procedures. Send your application to your business office which must, in turn, send it to CALSA with your P.O. or payment.

Enclosed Payment: Pay in full by check and send it to the CALSA office.

Credit cards: Membership can be paid with credit or debit card via the membership portal.

If you have issues with the online credit card system, please email **member.services@calsa.org**



Login Portal

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Partnerships

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ABOUT US

Mission

Purpose

Goals

Conclaves

FAMILIA

Regions

Board of Directors

Veteranos

California Association of Latino Superintendents & Administrators

1029 J Street, Suite 500 | Sacramento, California 95814 |
executive.director@calsa.org

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

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

☐ Informational
☒ Action

AGENDA ITEM: MEMBERSHIP TO THE CALIFORNIA LATINO SCHOOL BOARDS ASSOCIATION (CLSBA) 2022-2023

BACKGROUND INFORMATION:
The California Lation School Boards Association (CLSBA) is a non-profit organization dedicated to ensuring Latino/a/x students have the best educational opportunities and resources available to succeed. CLSBA is committed to meet the educational needs for all Latino/a/x students by working with educational organizations and empowering current and future Latino/a/x School board members. Throughout the year CLSBA offers conference and event opportunities.

RECOMMENDATION:
Approve the Membership for the Superintendent & Board Members to the California Latino School Boards Association (CLSBA) for 2022-2023 at an approximate cost of $400.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

Approx. $400.00	General Fund
(Amount)	(Name of funding source and/or location)

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

BECOME A MEMBER

Click one of the links below to renew your membership online today. If your school district or organization cannot pay by credit card, please email Michelle Sierra-Sammons at Treasurer@clsba.org (mailto:Treasurer@clsba.org) to request an invoice and pay by mail. You can also download an invoice form here. (https://clsba.org/wp-content/uploads/2020/12/CLSBA-Invoice.pdf)

IF YOU'RE NOT A MEMBER OF CLSBA YET...NOW'S THE TIME TO JOIN!

We have several exciting new developments planned for the new year and your investment helps CLSBA continue its work in improving the quality of education for Latino/a/x students.

CLSBA has member categories for both individuals and organizations:

INDIVIDUAL MEMBERSHIP	STUDENT MEMBERSHIP	ORGANIZATION/SCHOOL DISTRICT PARTNER	COUNTY OF EDUCATION PARTNER
$50	**$25**	**$250**	**$350**
Open to anyone who is a school board member, administrator, teacher, or educational leader. Open to anyone wishing to advance education for Latino/a/x students.	Open to anyone who is currently enrolled as a student.	Open to organizations of any size. Up to five individuals can be designated for member benefits, with additional members at $25 each.	Up to seven individuals can be designated for member benefits, with additional members at $25 each.
SIGN UP (HTTPS://CLSBA.ORG/REGISTER/INDIVIDUAL-MEMBERSHIP/)	SIGN UP (HTTPS://CLSBA.ORG/REGISTER/STUDENT-MEMBERSHIP/)	SIGN UP	TEST SIGN UP

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

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

☐ Informational
☒ Action

AGENDA ITEM: MEMBERSHIP TO THE CALIFORNIA ASSOCIATION FOR BILINGUAL EDUCATION (CABE) 2022-2023

BACKGROUND INFORMATION:
The California Association for Bilingual Education (CABE) is a non-profit organization incorporated in 1976 to promote bilingual education and quality educational experiences for all students in California. CABE has chapters, members and affiliates, along with partnerships with other state and national advocacy organizations working to promote equity and student achievement for students with diverse cultural, racial, and linguistic backgrounds. CABE recognizes and honors the fact that we live in a rich multicultural, global society and that respect for diversity makes us a stronger state and nation.

MEMBERSHIP BENEFITS

- Exclusive Members-Only Events
- Free K-12 Teaching Resources
- Chapter Involvement
- CABE Corner Monthly e-Newsletter
- Multilingual Educator
- Policy and Legislative Updates
- Elections: Vote and Run for Board of Directors
- Professional Learning Services
- Discounts
- CABE Membership Reception
- Scholarship Opportunities
- Affiliate Group Involvement

RECOMMENDATION:
Approve the Membership for the Superintendent & Board Members to the California Association for Bilingual Education (CABE) for 2022-2023 at an approximate cost of $190.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☐ Yes ☐ No	☐ Yes ☐ No	

Approx. $190.00	General Fund
(Amount)	(Name of funding source and/or location)

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

CABE MEMBERSHIP

Join the CABE Family! Through your membership dues and involvement, you have the opportunity to make integral contributions towards positive educational change for English language learners and biliteracy programs.

BECOME A MEMBER OR RENEW TODAY!

- **ONLINE Credit Card Payment –** Click here to pay for your membership with a credit card.
- **MAIL IN Check or PO –** To pay your membership with a check or purchase order, download the English or Spanish membership application form. Send your completed application and payment via email to **membership@gocabe.org** or via US Mail to:
  CABE Membership
  20888 Amar Road
  Walnut, CA 91789

DOWNLOAD FORMS

Membership Application

Solicitud para Afiliación

CLICK IMAGES BELOW TO DOWNLOAD BROCHURES



English



Español

MEMBERSHIP BENEFITS

- **Exclusive Members-Only Events**
- **Free K-12 Teaching Resources**
- **Chapter Involvement**
- **CABE Corner Monthly e-Newsletter**
- **Multilingual Educator**
- **Policy and Legislative Updates**
- **Elections: Vote and Run for Board of Directors**
- **Professional Learning Services**
- **Discounts**
- **CABE Membership Reception**
- **Scholarship Opportunities**
- **Affiliate Group Involvement**

ANNUAL MEMBERSHIP DUES

- **Parent/Community ($20)**
- **Student ($30)**
- **Paraeducator ($35)**
- **Retired Teacher/Administrator ($40)**
- **Teacher ($60)**
- **Administrator ($90)**
- **Educational Institution ($500)**
- **Non-Profit Organization ($500)**
- **Commercial Organization ($750)**

QUESTIONS?

Please contact Evelyn Briseño at **membership@gocabe.org** or via phone at **626-814-4441, x205.**

Visit our website often and follow us on social media at: Facebook, Twitter and Instagram!
We are here to serve you!

Remember, we are #CABEStrong!

Click now to join

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SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Marilyn Adrianzen, Chief Business Official
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PRESTIGE WINDOW SOLUTIONS

BACKGROUND INFORMATION:
We are planning to place privacy film (window tinting) on all windows and doors (with glass panes) at La Mirada, Smythe, and the Child Development Center. The purpose of the privacy film is to make it difficult to see into a classroom during a security-related emergency. The anticipated expenditure is $31,213.34:

- Child Development Center & Smythe Elementary- $20,528.93
- La Mirada- $10,674.41

The selected vendor is Prestige Window Solutions will install the privacy film at all of the sites listed above. The anticipated completion date is January 9, 2023 (end of winter break).

RECOMMENDATION:
Approve the agreement with Prestige Window Solutions to provide labor and materials for the installation of window privacy film at La Mirada, Smythe, and the Child Development Center for an estimated cost of $31,213.34 from the General Obligation Bond funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):
LCAP Goal 3.4: Review and revise safety plans for district and site needs.

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$31,213.34	General Obligation Bonds
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT CONTRACTOR SERVICES

THIS CONTRACT made and entered into on **December 13, 2022** by and between **Prestige Window Solutions.** hereinafter called the **CONTRACTOR** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on **December 13, 2022** with work to be completed on or before **June 30, 2023.**

2. The District shall pay the Contractor for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Contractor shall furnish and install Ultra NightVision 25 and 3/8" Blk IPA at La Mirada School, Smythe School and Child Development Center. Rates are based on individual project proposals. Each project proposal requires written approval from the District's Chief Business Official.
PROJECT NAME

3. The Contractor shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.

4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.

5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.

6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Contractor, by executing this Contract, agrees to comply with all such general terms and conditions.

7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.

8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:

   - Scope of Work Statement (Exhibit A)
   - Certificates of Liability Insurance
   - Additional Insured Endorsement(s)
   - Worker's Compensation Insurance (as required by law)
   - Waiver of Subrogation for both General Liability and Workers' Compensation
   - School Safety Certification Form
   - Covid-19 Vaccination Proof (Addendum)
   - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Contractor. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties. If any part of this Agreement conflicts with any sections of Exhibit A, this Agreement will control.

10. Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

CONTRACTOR

_____

Authorized Signature

_____

Name

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

_____

DATE: _____

TEL # _____

EMAIL: _____

SAN YSIDRO SCHOOL DISTRICT

_____

Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED:

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE**. Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Contractor shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION**. Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR**. The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS**. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY**. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY CONTRACTOR**. When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES**. No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS**. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS**. No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **CONTRACTOR SUPERVISION**. Contractor shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP**. Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK**. District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY**. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY**. District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER**. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE**. The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Contractor Initials_____

17. **HOLD HARMLESS AGREEMENT To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.**

18. **PAYMENT**. Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Contractor within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES**. The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT**. While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION**. It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the work by him.

22. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**. The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE**. The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE**.

The Contractor shall procure and shall maintain during the life of his contract, Contractor's Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than $1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY**. The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS**. In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

Contractor Initials_____

25. **COMPLIANCE WITH LAWS**. Contractor shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Contractor shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE**. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW**. This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION**. Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA)**. All contract work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District building.

31. **TERMINATION OF AGREEMENT.** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(i) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within five (5) days of the request.

(ii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(iii) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Contractor's own expense, all of the Contractor's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Contractor's employees must be fingerprinted and cleared prior to commencing work. In addition, Contractor shall complete a **School Safety Certification Form**.

33. **DRUG/TOBACCO-FREE FACILITIES**. All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE**. The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Contractor and/or its employees will have limited contact with District pupils or if the Contractor and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials _____`

San Ysidro School District

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor's employees and/or subcontractors may have contact with pupils.**

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-Contractor and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Contractor shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Contractor certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

CERTIFICATION:

_____(Initial) Contractor's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide Live Scan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Contractor's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Contractor's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

_____

_____

Name & Title of authorized representative *(Print)*

_____

_____

Signature: _____

Date _____

ADDENDUM

COVID-19
Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
   a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
   b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
   c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
   d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements. Face masks may be required while at a District operated facility.

2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.

3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office or as later amended or enacted.

4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Contractor's Initials _____

PRESTIGE WINDOW SOLUTIONS

3M Authorized Window Film Dealer Prestige Dealer Network

DEFENSELITE

EXHIBIT A

PROPOSAL

Tue 11/22/2022 10:00AM
Job ID 23742 Cust # 23509

Material Procurement Deposit required to furnish materials desired: **$12,485.37**
Material will be warehoused at 612 Meyer Lane, Unit 3 Redondo Beach, CA 90278

612 Meyer Lane
Unit 3
Redondo Beach, CA 90278
424-400-4932
www.prestigewindowsolutions.com

CSLB License C61-D52 #1041697
3M Dealer ID #0070340515

Customer

SMYTHE AND LA MIRADA ELEMENTARY
FIDEL
222 AVENIDA DE LA MADRID
SAN DIEGO, CA 92173

619-395-5287
fidel.castro@sysdschools.org

Proposal Total

$31,213.34

Scope: Furnish and install Ultra NightVision 25 and 3/8" BLK IPA. Customer acknowledged and is aware of removing all blinds in the CDC Classrooms and offices before the date of installation. WEEKEND HOURS APPROVED BY Daniel Maldonado, President PWS

AREA	# OF PANELS	PRODUCT	AMOUNT
La Mirada Elementary Admin Office	6	3M ULTRA NIGHT VISION S25 8MIL	*
La Mirada Elementary Admin Office	3	FILM REMOVAL WITH REPLACEMENT	*
La Mirada Elementary Admin Office Door	1	3M ULTRA NIGHT VISION S25 8MIL	*
La Mirada Elementary Cafeteria Doors	4	3M ULTRA NIGHT VISION S25 8MIL	*
La Mirada Elementary Classroom Doors	22	3M ULTRA NIGHT VISION S25 8MIL	*
La Mirada Elementary Classroom Sidelites	22	3M ULTRA NIGHT VISION S25 8MIL	*
		3M IMPACT PROTECTION BLACK 3/8	
Section 1 Total	**58**		**10,254.00**
Child Development Center Class Rooms	51	3M NIGHT VISION 25	*
Child Development Center Frnt Bungalow	3	3M ULTRA NIGHT VISION S25 8MIL	*
Child Development Center Office Door	1	3M ULTRA NIGHT VISION S25 8MIL	*
Child Development Center Office Windows	16	3M NIGHT VISION 25	*
Smythe Elementary Admin Office	6	3M ULTRA NIGHT VISION S25 8MIL	*
Smythe Elementary Admin Office	3	FILM REMOVAL WITH REPLACEMENT	*
Smythe Elementary Admin Office Door	1	3M ULTRA NIGHT VISION S25 8MIL	*
Smythe Elementary Cafeteria Doors	4	3M ULTRA NIGHT VISION S25 8MIL	*
Smythe Elementary Classroom Doors	22	3M ULTRA NIGHT VISION S25 8MIL	*
Smythe Elementary Classroom Sidelites	22	3M ULTRA NIGHT VISION S25 8MIL	*
Smythe Elementary Rear Classrooms	12	3M ULTRA NIGHT VISION S25 8MIL	*
		3M IMPACT PROTECTION BLACK 1/4	
		3M IMPACT PROTECTION BLACK 3/8	

Section 2 Total	**141**		**19,730.00**
Panes Total	**199**	**SqFt Total**	**1,809.95**

Subtotal	**29,984.00**
Taxable Subtotal:	*29,984.00
Sales Tax:	**1,229.34**
Total:	**$31,213.34**

Max Disc. Applied.

Salesperson: Gilbert Ruiz - 562-201-6468
Quote good until: 12/18/2022
Payment Terms: Net 45 Days

Notes: MATERIAL PROCUREMENT DEPOSIT REQUIRED to Furnish 3M Products Requested. Roll Numbers of products and proof of warehoused material will be provided. Amount to be invoiced is $12,485.37 > Warehouse Location will be at 612 Meyer Lane, Unit 3 Redondo, CA 90278 ***Section 2, Attorney Fees/Expenses will be covered by each individual party despite what is stated in contract below*** Section 24, Governing Law, Court Location will reside in San Diego County per client's request***

Next Steps

1. **Collect Deposit**
   Once this agreement is signed, we will collect your deposit. If no deposit was required, please disregard and proceed to review Step 2.
2. **Order Material**
   Once this agreement is signed, and deposit is collected we will proceed to calculate how much material we will need for your project and proceed to order materials.
3. **Schedule**
   *As soon as **deposit is collected**, our office will contact you to get your installation on the calendar. NOTE: INSTALLATION DATE WILL NOT BE CONFIRMED UNTIL DEPOSIT IS PAID, unless otherwise approved by upper management and specified terms are on the contract. Please allow a 1 hour window for arrival time on the date of installation. Our installers are trained to contact you should there be any delay beyond that window.*

How to Prepare

If you are wondering how to prepare for our visit, here are some tips!

- Please make sure all valuables, important items and heavy objects are cleared from in front of the areas we will be working. (*Smaller minor items are not a hassle for us to move, but anything large or valuable is NOT our responsibility*)
- Our installers will arrive within a 30-60 minute window, which you agree upon. Once they arrive, they will custom cut the film, vinyl, or panels and proceed to clean and prep the surface, then apply the material. Please allow our installer to finish the job completely before assessing the completed work. ***Our installers are all trained professionals, and will be happy to walk you through the finished job at the end. SEE IWFA VISUAL QUALITY STANDARDS FOR REFERENCE ON HOW TO ASSESS A COMPLETED WINDOW FILM PROJECT.***

Payment

1. The Final Balance can be completed via **Cash, Check, ACH or Credit Card** at the end of the project.
2. Please note a late fee of 5% will be charged beginning on the 15th day past the payment due date, in the event payment has not been received. A 1.5 % additional fee will be added each month thereafter until the final balance is paid in full.
3. In the event that any check or other form of payment is returned unpaid for any reason, a Penalty of $25.00 will be added to the final balance.
4. **A 2.9% Fee will be added to all Credit Card transactions**

Standard general liability and worker's comp insurance included in the price. Customer responsible for cost of additional coverage if required.

DISCLAIMER REGARDING TURF BURN SOLUTIONS:
Customer has been informed that window films are not a guaranteed solution to prevent turf burn, but rather may be an effective method for reducing or stopping the damage. Although most cases have been successful per our experience, we have also seen few cases that did not perform as we had hoped. PWS is not liable for any related losses and customer understands he/she is still responsible for full payment of the contracted amount.

This Purchase Agreement (this **Contract**) is between Prestige Window Solutions, California contractor license number 1041697, (**PWS** or **Contractor**) 201 Vista Del Mar, C Redondo Beach, CA 90277, and **Buyer**.

Prestige Window Solutions (PWS) shall furnish and install or furnish only the products and services as indicated herein, on the attached Work Proposal and on attached addendums. Buyer shall pay or cause to be paid to PWS in consideration therefore the entire sum set forth in those documents. Until such time as this Contract is accepted by Buyer, it shall be considered as a proposal only. If not accepted by the Buyer within ninety (90) days of the date indicated above, it shall not be binding on PWS.

Standard general liability and workers comp insurance included in the price. Additional certificate holders can be added at no charge. Buyer is responsible for cost of additional coverage, waivers or endorsements if required. Contractor carries commercial general liability insurance written by Rockingham Casualty Company. You may call Statewide Commercial Insurance Brokers at 877-207-7900 to check Contractor insurance coverage. PWS carries workers compensation insurance for all employees. Buyer shall obtain and pay for insurance against injury to their own employees and persons under persons on the job site at Buyer invitation.

1. **Contractor State License Board (CSLB).** Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board P.O. Box 26000, Sacramento, CA 95826.

2. **Attorney Fees.** In the event that it becomes necessary to retain the services of an attorney in order to enforce any of the provisions of this contract, the prevailing party shall be entitled to recover attorney fees and costs in addition to any other relief to which the prevailing party may be entitled. For purposes of this paragraph prevailing party shall be deemed to include any party to this Contract (or their assigns or successors in interest) to whom payment of any sum is made by another party to this Contract in settlement of, or as part of, the resolutions of any controversy, whether or not court proceedings or arbitration has been instituted.

3. **Other Fees.** If requested by Buyer, consulting fees will be determined by actual time spent and billed in 15-minute increments at $120 per hour. Consulting includes value engineering, additional site surveys, test panel installation, energy analysis, proof of technology and graphic design services not outlined in the attached Work Proposal. It is understood between Buyer and PWS that PW performance of these services does not guarantee that Buyer will proceed forward with the recommended work on the Project, nor that Buyer will select PWS to perform the recommended work. However, if Buyer opts to seek bids from other contractors, Buyer will offer PWS a chance to also provide its bid to complete the work.

4. **Performance and Payment Bond.** The Buyer shall have the right to require PWS to obtain a performance and Payment Bond, the expense of which will be paid by the Buyer.

5. **Arbitration of Disputes.** Any dispute, claim or controversy arising out of or relating to this agreement or breach, termination, enforcement, interpretation or validity thereof, that develops between PWS and Buyer with regard to matters arising out of or relating to, this contract including the determination of the scope or applicability of this agreement to arbitrate, shall be decided by arbitration administered by and in accordance with the construction industry arbitration rules of the American Arbitration Association unless the parties agree otherwise in writing. This paragraph shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered on it in any court of competent jurisdiction. Notice: By signing in the space below you are agreeing to have any dispute arising out of the matters included in the arbitration of disputes provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initiating in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the arbitration of disputes provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the business and professions code or other applicable laws. Your agreement to this arbitration provision is voluntary.

I have read and understand the foregoing and agree to submit disputes arising out of the matters included in the arbitration of disputes provision to neutral arbitration.

6. **Extra Work and Change Orders.**
a. The Buyer may not require PWS to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against the Buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

i. the scope of the work encompassed by the order,
ii. the amount to be added or subtracted from the Contract, and
iii. the effect the order will make in the progress payments or the completion date.

b. PWS failure to comply with these requirements does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order.

c. Change orders become necessary when any of the following occur:

i. Unforeseen problems or obstacles are discovered after work has begun that could not have been predicted or
ii. Identified prior to contract signing when PWS has exercised due diligence and utilized industry-wide practices during the bidding process to identify all likely problems and obstacles.
iii. Accessibility to the glass is limited by no fault of PWS,
iv. unusually strong adhesive bond of old film to the glass is discovered during the removal process requiring additional labor and materials to complete removal of old film,
v. glass is broken or improperly installed and must be repaired or corrected,
vi. delays are caused by buyer and/or other contractors on the job site,
vii. and any increase in the scope of work requested by the Buyer.

7. **Responsibility of Parties.** PWS shall promptly notify the Buyer of latest physical conditions at the site differing materially from those indicated in this contract, or physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Buyer shall pay for any expense incurred due to such conditions. The Buyer is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Buyer agrees to allow and provide PWS employees access to the property and toilet facilities. The Buyer is responsible to remove or protect any personal

property and PWS is not responsible for any personal property. If applicable, Buyer shall request approval for alterations by Landlord prior to the commencement of work.

8. **Delays.** PWS agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Buyer or Buyer employees or Buyer agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Buyer or caused by unforeseen obstacles, accessibility limitations, unusually strong adhesive bond of old film to glass during the removal process, broken or improperly installed glass, delays due to Buyer and/or other contractors on the job site, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of Buyer to make payments when due, miss-manufactured material, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond PWS reasonable control.

9. **Plans and Specifications.** If plans and specifications are prepared for this job, they shall be attached to and become part of the agreement. Quotes based on customer provided measurements may have changes in price based on site inspection. The drawings for the project, the specifications for the project, and this Contract are intended to supplement each other so that any work mentioned in one of those instruments but not in the others will be performed in the same manner as if mentioned in all of the instruments. If a conflict arises between the instruments, the specifications will control over the drawings, and this Contract will control over both the drawings and the specifications.

10. **Notice of Completion.** Buyer will execute, acknowledge, and record in the manner provided by law a notice of completion of the project within three (3) days after final inspection and approval of the project. Buyer hereby appoints PWS as Buyer agent to sign and record a notice of completion on Buyer behalf if Buyer, following the foregoing final inspection and approval, fails to record a notice of completion. This agency is irrevocable and is coupled with an interest.

11. **Mechanics Liens.** Under the California Mechanic Lien Law, any contractor, subcontractor laborer, supplier or other person or entity that helps improve your property but is not paid for his or her work or supplies, has the right to place a lien on your home, land or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land or property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. To preserve their rights to file a claim or lien against your property, certain subcontractors or suppliers are required to provide you with Preliminary Notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to protect their lien rights, they must file a mechanic lien against your property within 90 days of substantial completion of your project.

12. **Right to Stop Work.** PWS shall have the right to stop work if any payment shall not be made when due to PWS under this agreement. PWS may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the PWS may have. Failure to make payment when due is a material breach of this agreement. Buyer acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as extra work and allows PWS to charge additional cost in accordance with paragraph six (6) hereof.

13. **Clean-Up.** PWS will remove from job site debris and surplus materials created by the work and leave the workspace in a neat and broom clean condition.

14. **Limitations.** No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than one year after completion of the project or cessation of work under this contract.

15. **Compliance with Laws.** In connection with the performance by PWS, pursuant to this agreement, Buyer shall obtain and pay for all permits. PWS shall comply with all federal, state, county and local laws, ordinances and regulations.

16. **Valuable and Breakable Items.** Buyer understands that they are responsible for removing any furnishings, electronics, delicate items, and breakable and/or valuable articles in the vicinity of all work areas that could become imperiled due to our installation activities.

17. **Access.** Buyer understands that they are responsible for providing clear access to the area of the property where the work is to be performed:

i. Interior Work: PWS may assist with moving furniture but will not be responsible for moving unusually heavy or fragile items, electronics, or other items that it deems out of the scope of our normal standards. Buyer agrees to hold PWS harmless for any damage caused to the personal property of the Buyer. If Buyer needs furniture moving, PWS is able to provide a quote for this additional work.

ii. Exterior Work: Lawns, driveways, gardens, flower beds, balconies, roof areas, etc. may be damaged during the installation process despite using standard and prudent precautionary measures. Buyer agrees to hold PWS harmless from any damage to these areas caused by normal walking, standing, climbing, lifting, scaffolding etc.

18. **Other Terms and Conditions.** Buyer represents that Buyer has sufficient funds to comply with this Contract. Buyer understands credit card charges will incur a 3% processing fee.

19. **Modification.** Any addendum, change order, modification or agreement which alters this Contract, and which is signed or initialed by Buyer and PWS shall be deemed a part of this Contract and shall be controlling in case of a conflict with any provision in this Contract.

20. **Notice.** Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either Buyer or PWS by the other party to this Contract must be in writing and will be deemed duly served, given or delivered when (1) personally delivered to the party whom it is addressed or to a supervisorial employee of that party, or (2) deposited in the United States mail, first-class postage prepaid, addressed to the Buyer or to PWS at the address listed in the first paragraph. Either party may change the party address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

21. **Entire Agreement.** During the buying process Buyer and PWS may have discussed many different products and/or options, features or systems. Regardless of any such discussions, this Contract and all addendums incorporated constitute the entire agreement. No other agreements, oral or written, regarding the work to be performed under this Contract existing between Buyer and PWS. Buyer specifically acknowledges that he is not relying on any verbal representations by PWS or others, which are not included in writing in this Contract.

22. **Guarantee.** PWS does not guarantee any materials assemblies or units that PWS has purchased or will purchase as part of the work covered by this Contract. All items installed and products purchased are subject to their respective manufacturer guarantees. All materials and workmanship are guaranteed to be as specified and the work to be performed in accordance with this Contract, completed in a workman-like

manner for the amount indicated. Any change(s) from these specifications requiring extra time, labor or materials will result in additional charges to the contract amount. If Buyer desires to match existing film, note that a perfect match cannot be guaranteed. Client understands that signing this Contract will constitute permission to order materials for the project. Those materials may not be refundable, and the Client understands they will be responsible for all non-refundable costs in the event of a cancellation. Only fully paid contracts will activate warranty coverage. Payment in full at installation completion is understood and accepted as the Payment Terms unless otherwise agreed upon in writing by both parties. Some types of glass run the risk of scoring or breakage from the cleaning and/or removal process involved. This may occur due to a defect in the manufacturing process of the compression layer, or an improper glass installation. Please note PWS only uses professional and approved methods in performing this work, PWS is not responsible for glass breakage due to improper glass installation, existing glass damage or scoring from previous film installations.

23. **Cancellation.** PWS, in its sole discretion, shall have the right to cancel this Contract within ten (10) days of the job measurement appointment for any cause, in which case any deposit money will be promptly returned to the Buyer. You, the Buyer, may cancel this transaction at any time prior to midnight of the 3rd business day after the date of this transaction. Once the installation is scheduled, you may not cancel the installation prior to 24 hours of the installation date without incurring fees to compensate for short notice cancellation and loss of other work, as days cannot be filled without sufficient notice. Interest at the rate of five (5) percent will be charged beginning on the 15th day past the payment due date. A one and a half (1 ½) percent charge will be added each month thereafter until the final balance is paid in full. **If a client cancels or reschedules a confirmed appointment without notice or at the time of the installer's arrival, a fee of $150 will be incurred to account for the time lost.**

24. **Governing Law.** This Contract shall be construed in accordance with, and governed by, the laws of the State of California. The price agreed to herein includes all PWS promotional offers and discounts, advertised or otherwise, and is not subject to additional discounts due to the future promotional offers.

I have read this agreement including all other pages and addendums and understand it. The prices, specifications and conditions contained herein are accepted. PWS is authorized to furnish the materials and perform the work specified. I shall make all payments as required herein.

COVID-19 Terms and Conditions: *We are currently operating with Social Distancing guidelines that must be followed in order to proceed with installations during these times. By signing this agreement, the customer understands that Prestige Window Solutions Inc does not assume liability involved with customers contracting COVID-19, and understand the risks involved. They agree to abide by all guidelines and practices provided by the CDC, WHO and state and federal agencies in relation to COVID-19.*

DISCLAIMER: *With COVID-19 impacting us globally, we wanted to remind you that the health and safety of our clients and employees is our top priority. We are closely monitoring the situation and have been deemed as an essential business. With that being said, our team is remaining compliant and using appropriate sources for accurate and up to-date information. We are assessing risks daily and are ready to implement immediate changes to ensure the safety of our community.*

- We are diligently following guidance and best practices from the CDC, WHO, and state and federal agencies.
- We have limited our essential install teams to 2 people or less.
- We practice social distancing when required to be physically present with others.
- We ask that employees or customers who have symptoms of respiratory illness stay home until they are free of fever, signs of a fever, or any other symptoms for at least 72 hours -- without the use of fever-reducing medicines.
- Employees are practicing proper hand hygiene. We wash our hands often with soap and water for at least 20 seconds and are using alcohol-based hand sanitizer if soap and water are not available.
- If you are partaking in social distancing, we are flexible and ready to honor scheduling changes and/or the postponement of installations.

While the current situation is constantly evolving and remains uncertain, our team is working diligently to ensure the best practices are at hand. If you should have any questions or concerns, please feel free to contact us at 424- 400-4932

Acceptance of Proposal /Authorization to Work:

The above prices, specifications, terms and conditions are satisfactory to me and are hereby accepted. My signature authorizes you to do the work.

Date | Customer Signature | **E-Sign** | Authorized Dealer Signature

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Marilyn Adrianzen, Chief Business Official
Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NINYO & MOORE CONSULTANTS FOR AN EVALUATION OF GEOLOGICAL STABILITY OF VARIOUS BUILDINGS AT SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:
The concrete slabs in various classrooms and offices at San Ysidro Middle School (SYMS) are not level and cracks are noticeable. This is particularly true of classrooms in the 400 building.

To determine the geological stability of the SYMS campus, particularly in preparation for bond-related construction, we plan to conduct a geotechnical survey. The survey is composed of two phases.

- Phase 1- Analysis of building plans/specifications and floor level (nanometer): $9,700.00
- Phase 2- Exploration/analysis of subsurface (below concrete slab), including laboratory testing of soil: $12,600.00

The selected vendor for this project is Ninyo & Moore Geotechnical and Environmental Sciences Consultants.

RECOMMENDATION:
Approve the contract with Ninyo & Moore Geotechnical and Environmental Sciences Consultants for an estimated cost of $22,300.00 to be paid with General Obligation Bond funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$22,300.00	General Obligation Bond
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of December 2022, by and between the San Ysidro School District, hereinafter called the "District", and

Ninyo & Moore Geotechnical & Environmental Sciences Consultants	858-576-1000
Company/Consultant	Telephone Number
5710 Ruffin Road, San Diego, CA 92123	www.ninyoandmoore.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: December 13, 2022 To: February 15, 2023

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBLIITIES OF CONSULTANT

4.1 ORGANIZATION
Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES
Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:
Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS
Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS
Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please complete attached School Safety Certification Form.)**

Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Ninyo and Moore**	
Name:	Jeffrey T. Kent, PE, GE	
Title:	Principal Engineer	
Address:	5710 Ruffin Road	
City/State/Zip Code:	San Diego, CA 92123	
Telephone:	858-576-1000	
Email:	jkent@ninyoandmoore.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Dr. Jose Iniguez
Title:	Chief Business Official	Assistant Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	Marilyn.adrianzen@sysdschools.org	Jose.iniguez@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	**DISTRICT**
NINYO & MOORE	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
	Board Approved:

Revised 08-01-2020

ADDENDUM

COVID-19
Vaccination & Testing Requirements

The San Ysidro School District (District) is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities. Accordingly, District has implemented COVID-19 vaccination verification and testing requirements for all vendors and contractors.

1. Contractor/Vendor must comply with and enforce the following requirements:
   a. All employees, volunteers and/or agents, subcontractors of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
   b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
   c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on District facilities for any length of time due to non-compliance with the requirements outlined above.
   d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the District testing and vaccination requirements and the requirement that a face mask must be worn at all times while at a District operated facility.

2. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.

3. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of the Contractor/Vendor have been provided with a copy of these requirements and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at District facilities have received proof of vaccination or have acquired proof of a negative COVID-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.

4. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

5. This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment A shall prevail.

Consultant's Initials _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or Subconsultants/Subcontractors may have contact with pupils**.

_____(*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

_____(*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

_____(*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

_____(*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

EXHIBIT A

November 23, 2022
Proposal No. 02-02933

Mr. Tom Silva
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Preliminary Geotechnical Evaluation of Building Settlement
San Ysidro Middle School - Buildings 200, 300, and 400
4345 Otay Mesa Road, San Ysidro, California

Dear Mr. Silva:

In accordance with your request, we are pleased to submit this revised proposal to perform a preliminary geotechnical evaluation of the reported building settlement issues occurring at Buildings 200, 300, and 400 on the San Ysidro Middle School campus located at 4345 Otay Mesa Road in San Ysidro, California. In preparation for this proposal, we have performed a site visit on November 21, 2022 the observe the existing site conditions. Based on our correspondence and site visit discussions with you, district personnel and school staff have noted cracking in the subject buildings' floor slabs, walls and differential movement within the floor slabs for several years. The purpose of our services will be to provide a preliminary evaluation of potential soil related causes of the noted cracking and offsets. As part of this preliminary geotechnical evaluation, we propose to perform two scopes of service including a reconnaissance level study along with an initial subsurface exploration and laboratory testing program. It is anticipated that our proposed evaluation may require a second phase of work consisting of additional subsurface exploration and laboratory testing to further evaluate the soil conditions at the subject buildings.

SCOPE OF SERVICES – RECONNAISSANCE LEVEL

We propose the following scope of services for the reconnaissance level portion of the preliminary geotechnical evaluation of the subject buildings:

- Review readily available background information including geotechnical reports, topographic maps, geologic maps, aerial photographs, and other reports pertaining to the past performance of the subject buildings.

- Perform a geotechnical reconnaissance to observe and photo-document the site conditions and building features. The locations and sizes of visible floor slab and wall cracks will be documented at that time.

- Perform a floor level (manometer) survey across accessible portions of the floor slabs at each of the three buildings.

- Compile and analyze the data obtained.

- Prepare a letter report summarizing our findings based on our manometer surveys and document review.

SCOPE OF SERVICES – INITIAL SUBSURFACE EXPLORATION

As part of our second phase of services, we propose an initial subsurface exploration for the preliminary geotechnical evaluation of the subject buildings. Based on discussions with you, the existing floor coverings for the three buildings will be removed and replaced during the school's winter break between the dates of December 19, 2022 and January 9, 2023. Accordingly, these services are proposed to take advantage of the time period when the flooring has been removed and prior to the installation of the new flooring to provide access to the concrete floor slabs.

- Extraction of concrete cores from the existing floor slabs at six locations within Buildings 200, 300, and 400 to provide access for the excavation of our exploratory borings. Two floor slab cores are proposed within each of the three buildings.

- Performance of an initial subsurface exploration program that consists of manually excavating, logging, and sampling of six exploratory borings to a depth of approximately 3 feet (or refusal) through the cores in the floor slabs. Two borings will be performed within Building 200, two other borings will be performed in Building 300, and the remaining two borings will be performed within Building 400. The borings will be logged and sampled by a representative from our firm. Samples will be secured at selected intervals from each boring and will be transported to our in-house geotechnical laboratory for testing.

- Performance of geotechnical laboratory testing of selected samples to evaluate expansion index.

- Incorporation of the findings and results from our initial subsurface exploration and laboratory testing program into the letter report prepared for the reconnaissance level portion of the geotechnical evaluation.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The project is subject to prevailing wage requirements under determination year SD-23-63-3-2022-1D. Upon awarding of the project, the client will provide in writing the DIR Project ID for the purposes of electronic certified payroll reporting (eCPR) and labor compliance.

- Site access to the buildings will be granted during normal working hours (Monday through Friday, 8:00 am to 5:00 pm) while the school is out of session for its winter break between the dates of December 19, 2022 and January 9, 2023.

- Carpet flooring will be removed within Buildings 300 and 400 prior to the performance of the floor slab cores/borings. We will be provided 72 hours of notice prior to planned carpet removal and 2 working days to perform our services prior to reinstallation of floor covering

FEES

Our fees for the services described above will be invoiced on a lump sum basis. A summary of our fees to perform the geotechnical evaluation are presented in the following table. The fees below assume that the tasks are approved at the same time and that the field services for both the reconnaissance level study and the initial subsurface exploration can occur concurrently.

Tasks	Fees
Reconnaissance Level	$9,700
Initial Subsurface Exploration	$12,600

The above fees are based on our understanding of the project, and the scope of services and assumptions presented herein. Our fees do not include time to review drawings, preparation of construction specifications, acquisition of a building permit, meetings and/or other activities that are not presented detailed herein. Additional services, if requested, will be performed on a time-and-materials or lump sum basis, as appropriate.

SCHEDULE

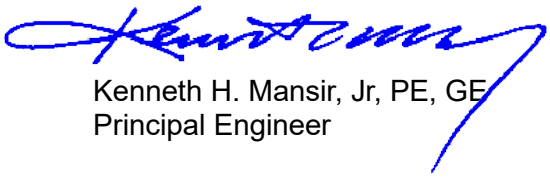
Ninyo & Moore is prepared to begin our services upon receipt of your authorization to proceed. Our reconnaissance level work and initial subsurface exploration is anticipated to take 1 to 2 days to perform. Our letter report can be issued approximately three weeks after completion of the field work activities.

If this proposal meets with your approval, please send us your contract documents for signature authorizing us to proceed. We appreciate the opportunity to submit this proposal and look forward to working with you on the project.

Respectfully submitted,
NINYO & MOORE



Jeffrey T. Kent, PE, GE
Principal Engineer



Kenneth H. Mansir, Jr, PE, GE
Principal Engineer

JTK/KHM/mp

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: December 12, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: DISPOSAL OF OBSOLETE DOCUMENTS BEYOND LEGAL RETENTION PERIOD - BUSINESS SERVICES

BACKGROUND INFORMATION:
Documents being brought from disposal have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations. There is no further need to retain these records for use in the district. The Business Services Department requests permission to destroy inactive and obsolete payroll documents that are not required to be kept permanently and other internal business documents and reports that are no longer in use and/or that are now kept electronically. The District will use the services of Corodata to shred/destroy this documentation and will provide a certificate of destruction.

RECOMMENDATION:
Approve the disposal and destruction of Business Services documents that have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations.

LCAP GOAL AND ACTION/SERVICE:

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

Financial Implications?	Are funds for this item available in the 2022-2023 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

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

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