# San Ysidro School District
# Governing Board

# SPECIAL BOARD MEETING

# AGENDA

Wednesday
February 24, 2021
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Special Meeting of the San Ysidro School District Board shall be held by teleconference. Trustees of San Ysidro School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following link https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos. Public comment may be submitted by email to publiccomment@sysdschools.org on or before Wednesday, February 24, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/37b1a7NwzUZLMSAD6 on or before Wednesday, February 24, 2021 at 3:00 p.m. Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). To listen to this meeting in Spanish, please call 1 (321) 351-6795 and enter the access code 828 507 684#. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

# GENERAL ADMINISTRATION

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** February 24, 2021

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

**FROM:**
Educational Leadership, Pupil Services & Safety
David Farkas, Ed.D., Asst. Superintendent

☐ Informational
☒ Action

**AGENDA ITEM:** AGREEMENT WITH SAN DIEGO STATE RESEARCH FOUNDATION FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (NCUST) PROGRAM

## BACKGROUND INFORMATION:

The National Center for Urban School Transformation (NCUST) identifies, awards, and studies urban schools around the nation in which all racial/ethnic groups of students perform (on multiple indicators) at levels higher than the overall State average. The schools NCUST awards and studies have remarkably high attendance rates and impressively low suspension rates for all the demographic groups they serve.

NCUST shall provide leadership development services to the San Ysidro School District designed to advance educational equity and excellence. The services shall be provided to two principals through NCUST's National Principal Supervisor Certificate for Equity and Excellence and to one principal through NCUST's National Principal Certificate for Equity and Excellence. The services shall be tailored to support these San Ysidro principals as they work with San Ysidro administrators, teachers, support staff, parents, and community members as they pursue specific educational goals approved by the district superintendent. Over a 12-month period (from February 2021 through January 2022), the services shall include courses, coaching, opportunities to engage with award-winning school and district administrators, and opportunities to participate in a cohort of leaders who are seeking to accomplish similar ambitious goals related to equity and excellence. These services will be provided through NCUST in association with San Diego State University's Global Campus as non-credit courses. All services will be based upon NCUST's experience with identifying and studying urban schools that achieve outstanding results for all demographic groups of students. The participating administrators will earn NCUST's National Principal Supervisor Certificate for Equity and Excellence or NCUST's National Principal Certificate for Equity and Excellence when they demonstrate attainment of the specific goals/targets approved by the district superintendent and approved by NCUST. This contract will provide all fees required for participation in the program. It should be noted that through this agreement, the San Ysidro School District is paying the participation costs for 2.5 principals because NCUST is using funds they received from private donations to pay half the participation costs for one principal.

## RECOMMENDATION:

Approve the agreement with San Diego State Research Foundation for the National Center for Urban School Transformation (NCUST) Program to support three Principals for fiscal year 2021-22 at a cost of $24,937.50 from the Restricted Title II funds.

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

Goal #1: Student Achievement – All students, including English Learners will improve annually in all content areas.

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

| Financial Implications? | Are funds for this item available in the 2020-2021 Budget? | Requisition # |
|---|---|---|
| ☐ Yes ☒ No | ☐ Yes ☒ No | |
| $24,937.50 (Amount) | Restricted Title II Funds (Name of funding source and/or location) | |

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

**San Diego State University Research Foundation (Contractor)**
5250 Campanile Drive
San Diego, CA 92182

**on behalf of**
**NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION**
5500 Campanile Drive, EBA-332
San Diego, CA 92182

Attention:
Sandra M. Nordahl, CRA
Director, Sponsored Research Contracting and Compliance
Email: sdsurfawards@sdsu.edu

With copy to:
Karen Jones, NCUST Director of Operations (619-594-7905)

and

**San Ysidro School District**
**4350 Otay Mesa Road**
**San Ysidro, CA 92173**

Attention: Dr. Gina Potter, Superintendent

NOW, THEREFORE, the Parties agree as follows:

1. PERIOD OF AGREEMENT. The term of this Agreement shall be from February 1, 2021 through January 31, 2022.

2. DUTIES OF THE CONTRACTOR. Contractor shall provide leadership development services in accordance with EXHIBIT A, Section 1, which is attached hereto and made a part hereof.

3. STAFFING. Contractor shall be solely responsible for staff providing services under this Agreement. Contractor certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services. Contractor assumes full responsibility for workers' compensation insurance and for payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor's staff providing services under this Agreement.

4. INDEPENDENT CONTRACTOR. While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District.

5. CONTRACT VALUE. The District shall pay the Contractor a fixed price, not to exceed $24,937.50 for implementing and providing the services described in EXHIBIT A, Section 1. Payment shall be made by District to the Contractor in one lump sum, in accordance with the schedule specified in EXHIBIT A, Section 2 which is attached hereto and made a part hereof.

6. RIGHTS TO REPORTS. The rights to any report or evaluation developed by the Contractor in connection with this Agreement shall belong to the Contractor. District shall have the right to use material developed under this contract for non-commercial education and research purposes.

7. ENTIRE AGREEMENT/AMENDMENT. This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both Parties to this Agreement.

8. SEVERABILITY. If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall nevertheless subsist and continue in full force and effect.

9. AUTHORITY. Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

10. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

    District shall defend, indemnify and hold harmless Contractor, San Diego State University, Trustees of the CSU, the State of California, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents or employees.

11. TERMINATION. Either Party may, by thirty (30) days written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. Contractor shall be entitled to payment of allowable and any uncancellable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

12. ORDER OF PRECEDENCE. The use of any purchase orders to facilitate issuance of payments under this Agreement shall be in accordance with the terms of the Agreement, and any terms or conditions contained within such purchase order that directly contradict or conflict with the Agreement or subsequent amendments shall be deemed "RESERVED" or self-deleting.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

**- DISTRICT-**

**San Ysidro School District**

BY _____

_Marilyn Adrianzen_____
(PRINT NAME)

TITLE: _Chief Business Official_____

Dated _____

Board approved: _____

**-CONTRACTOR-**

**SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION**
**on behalf of**
**NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION**

BY _____

_____
Sandra M. Nordahl, CRA

TITLE: Director, SR Contracting and Compliance
Federal Tax ID #95-6042721

Dated: _____

and BY _____
Joseph F. Johnson, Jr. Ph.D.

TITLE: Exec. Director, National Center for Urban School Transformation

Dated: _____

# Exhibit A

1. **SERVICES TO BE PROVIDED BY CONTRACTOR.** NCUST shall provide leadership development services to the San Ysidro School District designed to advance educational equity and excellence. The services shall be provided to **two principals** through NCUST's National Principal Supervisor Certificate for Equity and Excellence and to **one principal** through NCUST's National Principal Certificate for Equity and Excellence. The services shall be tailored to support these San Ysidro principals as they work with San Ysidro administrators, teachers, support staff, parents, and community members as they pursue specific educational goals approved by the district superintendent. Over a 12-month period (from February 2021 through January 2022), the services shall include courses, coaching, opportunities to engage with award-winning school and district administrators, and opportunities to participate in a cohort of leaders who are seeking to accomplish similar ambitious goals related to equity and excellence. These services will be provided through NCUST in association with San Diego State University's Global Campus as non-credit courses. All services will be based upon NCUST's experience with identifying and studying urban schools that achieve outstanding results for all demographic groups of students. The participating administrators will earn NCUST's National Principal Supervisor Certificate for Equity and Excellence or NCUST's National Principal Certificate for Equity and Excellence when they demonstrate attainment of the specific goals/targets approved by the district superintendent and approved by NCUST. This contract will provide all fees required for participation in the program. It should be noted that through this agreement, the San Ysidro School District is paying the participation costs for 2.5 principals because NCUST is using funds they received from private donations to pay half the participation costs for one principal.

2. **PAYMENT SCHEDULE.** In accordance with the contract, District shall pay Contractor the lump sum of $24,937.50, upon receipt of an invoice from Contractor.

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** February 24, 2021

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

**FROM:**
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 20/21-0027

**BACKGROUND INFORMATION:**
California Education Code section 44954(b) provides that the Governing Board of the San Ysidro School District may release a substitute and/or temporary certificated employee if the employee is notified before the end of the school year of the District's decision not to reelect the employee for the next succeeding school year.

This resolution identifies temporary certificated employees intended for release pursuant to Education Code section 44954(b). These individual employees will be noticed of the decision to release and non-reelect for the 2021-2022 school year.

**RECOMMENDATION:**
Adopt Resolution No. 20/21-0027 authorizing the District to notice individual, temporary employees of the district's intent to release at the close of the 2020-2021 school year.

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

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2020-2021 Budget? ☐Yes ☐ No

Requisition #

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

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

**SAN YSIDRO SCHOOL DISTRICT**

**RESOLUTION NO. 20/21-0027**
**RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES**

**WHEREAS**, Sections 44909, 44917, 44919, 44920, 44921, and 44986 of the Education Code permit the Governing Board to classify certain certificated employees as "temporary;" and,

**WHEREAS**, the Governing Board has, in fact, employed temporary certificated employees pursuant to Section 44909, 44917, 44918, 44919, 44920, 44921, and/or 44986 of the Education Code; and,

**WHEREAS**, time served as a temporary certificated employee is not credited toward the attainment of permanent status unless the temporary certificated employee serves more than seventy-five percent (75%) of school days and is subsequently appointed to a vacant probationary position; and,

**WHEREAS,** there is no relative seniority between temporary certificated employees; and,

**WHEREAS,** Section 44954 of the Education Code permits the Governing Board to release temporary certificated employees from employment, with limited restrictions; and,

**WHEREAS,** with respect to probationary and permanent certificated employees, Sections 44949 and 44955 of the Education Code require action by the Governing Board in order to reduce or eliminate services and permit the layoff of certificated employees; and,

**WHEREAS,** temporary certificated employees are not entitled to the due process rights contained in Sections 44949 and 44955; and,

**WHEREAS,** the Superintendent of the San Ysidro School District has recommended to the Governing Board that particular kinds of services be reduced or eliminated no later than the end of the 2020-21 school year; and,

**WHEREAS,** the Governing Board has determined that a reduction in particular kinds of services is needed no later than the last contracted day of the 2020-21 school year; and,

**WHEREAS,** the Superintendent has indicated that the reduction in particular kinds of services is related to the loss or potential loss of revenue limit funding and of certain categorical or specially-funded programs, the possibility of probationary and permanent employees returning from leaves of absence, and other considerations that relate directly to the justifications for employment of temporary certificated employees; and,

**WHEREAS,** temporary certificated employees must be released from their temporary assignments in order to effectuate this reduction in particular kinds of services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Board of the San Ysidro School District:

1. That all of the foregoing recitals are true and correct.

2. That the employees listed below shall be released from their temporary positions no later than the last contracted day of the 2020-21 school year.

**ID#s of Employees being released**

616715

611474

618032

529766

216529

621416

632544

611267

3. That the Superintendent or her designated representative will send appropriate notices to all temporary certificated employees listed above notifying them that the Governing Board has determined to release them from employment pursuant to Section 44954 of the Education Code.

**PASSED AND ADOPTED** by the Governing Board of the San Ysidro School District at a Special Board Meeting held on February 24, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

_____

President

_____

Vice-President

_____

Clerk

_____

Member

_____

Member

SAN YSIDRO SCHOOL DISTRICT

# *GOVERNING BOARD AGENDA*

**TO:** Governing Board

**BOARD MEETING DATE:** February 24, 2021

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

**FROM:**
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

**AGENDA ITEM:** RESOLUTION NO. 20/21-0026

**BACKGROUND INFORMATION:**
It has been determined that it will be necessary to reduce or discontinue the following particular kinds of services of the District at the close of the 2020-2021 school year for fiscal and budgetary reasons. The District will have to reduce the number of certificated employees performing particular kinds of service.

This resolution identifies the kinds of services to be reduced or discontinued no later than the beginning of the 2021-2022 school year for the positions of Director of Educational Services, Multiple Subject Teachers, Program & Pupil Services Specialist, School Counselor, Science/Physical Education Enrichment Teacher, and Special Day Class Teacher (8.0 FTEs).

**RECOMMENDATION:**
Approve Resolution No. 20/21-0026 authorizing the District to reduce or discontinue the following particular kinds of services of the District at the close of the 2020-2021 school year for fiscal and budgetary reasons.

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

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2020-2021 Budget? ☐Yes ☐ No

Requisition #

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

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

**NOTICE TO THE GOVERNING BOARD OF RECOMMENDATION TO REDUCE AND/OR ELIMINATE PROGRAMS AND SERVICES FOR THE 2021-2022 SCHOOL YEAR PURSUANT TO EDUCATION CODE SECTIONS 44949 AND 44955**

**TO: GOVERNING BOARD, SAN YSIDRO SCHOOL DISTRICT**

The undersigned, Superintendent of the San Ysidro School District, hereby gives notice to the Governing Board pursuant to subdivision (a) of section 44949 of the Education Code and recommends that the Governing Board reduce and/or eliminate the programs and services set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

It is necessary to decrease the number of employees of the District for the 2021-2022 school year consistent with the recommended reduction and/or elimination of the described particular kinds of services. The Governing Board should send a notice to the affected employees pursuant to Education Code sections 44949 and 44955 that their services will be reduced and/or eliminated effective at the end of the 2020-2021 school year.

Respectfully submitted,

Dr. Gina Potter
Superintendent

February 24, 2021

[Exhibit A]

**Exhibit "A"**

TERMINATION OF CERTIFICATED EMPLOYEES
DUE TO A REDUCTION OF PARTICULAR KINDS OF SERVICES

| **Kinds of Services** | **Number of Full-Time Equivalent Positions (FTEs)** |
|---|---|
| Director of Educational Services | 1.0 |
| Multiple Subject Teachers | 2.0 |
| Program & Pupil Services Specialist | 1.0 |
| School Counselor | 1.0 |
| Science/Physical Education Enrichment Teacher | 1.0 |
| Special Day Class Teacher | 2.0 |
| **Total FTEs** | **8.0** |

SAN YSIDRO SCHOOL DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

**BOARD RESOLUTION 20/21-0026**

**February 24, 2021**

TERMINATION OF CERTIFICATED EMPLOYEES
DUE TO A REDUCTION OF PARTICULAR KINDS OF SERVICES

**WHEREAS**, the Superintendent of the San Ysidro School District (the "District"), through her designee, the Executive Director of Human Resources, has recommended to the District's Governing Board (the "Board") that the District reduce or discontinue the following particular kinds of services at the close of the current school year;

| **Kinds of Services** | **Number of Full-Time Equivalent Positions (FTEs)** |
|---|---|
| Director of Educational Services | 1.0 |
| Multiple Subject Teachers | 2.0 |
| Program & Pupil Services Specialist | 1.0 |
| School Counselor | 1.0 |
| Science/Physical Education Enrichment Teacher | 1.0 |
| Special Day Class Teacher | 2.0 |
| **Total FTEs** | **8.0** |

**WHEREAS**, it may be necessary to terminate, at the end of the 2020-21 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services; and

**WHEREAS**, the Governing Board is required by law to give notice, on or before March 15, 2021, to all certificated employees affected by any decision to reduce or discontinue these particular kinds of services;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:**

A. The Board hereby approves the reduction and/or discontinuance of the aforementioned services to occur at the close of the current school year;

B. The Board hereby determines that, as the result of the above-stated reduction in force, it may be necessary to terminate, at the end of the 2020-21 school year, the employment of certificated employees of the District in a quantity that will facilitate the elimination of the FTEs specified in the aforementioned recommendation;

C. The Board hereby determines that there is a specific need at the District for personnel to teach specific courses of study and to retain certificated employees possessing the special training and experience needed to teach such courses that another employee with greater

seniority does not possess. These specific needs of the District are set forth in the attached Exhibit A and are incorporated herein by reference and, pursuant to Education Code section 44955(d)(1), the Board hereby determines that the reduction in force shall not include any permanent or probationary certificated employee who, by his/her training, experience, and assignment, is described within Exhibit A to this Resolution;

D. In order to implement this reduction in force, it may be necessary to apply tie-breaking criteria to distinguish among certificated employees who first rendered paid probationary service to the District on the same date and, pursuant to Education Code section 44955(b), the Board determines that the order of layoff as between such employees shall be based on the criteria set forth in the attached Exhibit B which is incorporated herein by reference;

E. Pursuant to Education Code section 44955(b), the Board shall retain employees who are certificated and competent to render services over more senior employees who are not certificated and/or competent to render the same services. "Certificated" shall mean that an employee possesses a credential issued by the California Commission on Teacher Credentialing that authorizes him/her to render instruction or services in the subject matter area in which he/she claims to be entitled to render instruction or services, or has been lawfully exempted or received a waiver from the credential requirement. "Competent" shall mean that the employee has actually rendered instruction or services as a District employee (except as a day-to-day substitute) in the subject matter area in which he/she claims to be entitled to render instruction or services during at least one of the last five school years; and

F. The Superintendent or designee is directed to send appropriate notices to all employees affected by this reduction in force pursuant to the relevant Education Code provisions, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under law.

ADOPTED, SIGNED AND APPROVED this _____ day of _____.

GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT

By: _____

_____
President of the Governing Board
San Ysidro School District

I,_____, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on_____.

AYES:
NOES:
ABSENT:

GOVERNING BOARD OF THE
SAN YSIDRO SCHOOL DISTRICT

By: _____

_____
Clerk of the Governing Board
San Ysidro School District

**Exhibit A**

"SKIPPING" CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(d)(1)

The District shall retain certificated employees, regardless of their seniority (unless the employee is bumped by a more senior and competent employee), to the extent one or more of their assignments meet any of the following criteria:

1. Employees who possess a valid Special Education credential, who are currently working in a special education position, and who are expected to work as a special education teacher in the 2021-22 school year.

Employees who meet any of the foregoing criteria for some but not all of their assignment(s) shall be retained only as to that portion of their assignment(s) in 2021-22 that meets the foregoing criteria.

The Superintendent or his/her designee is authorized to determine which employees qualify to be "skipped" from the reduction in force and to determine the manner in which the foregoing criteria shall be applied to each employee.

**Exhibit B**

TIEBREAKING CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

For purposes of determining order of layoff and order of reemployment with regard to the reduction in force effective at the close of the 2020-21 school year, employees sharing the same first date of paid probationary service to the District shall be awarded tiebreaking points on the following basis:

| **Criterion** | **Points** |
|---|---|
| Subject matter authorizations, including supplemental authorizations, on credential(s) authorizing service for the District | **1** per authorization |
| Possession of credential(s) authorizing service for the District | **3** for each professional clear |
| | **2** for each preliminary |
| | **1** for each of any other credential |
| Column placement on salary schedule | **1** per applicable column |
| Possession of Bilingual Cross-Cultural Language and Development certificate | **1** |

Employees with a greater number of points shall be considered more senior than employees with a fewer number of points.

If application of the foregoing criteria fails to resolve a tie among two or more employees, among the employees who remain tied the employee with the earliest date of issuance of a preliminary or professional clear credential shall be considered the more senior employee. Among employees without a preliminary or professional clear credential, the employee with earliest date of issuance of an intern credential shall be considered the more senior employee. Among employees without an intern, preliminary, or professional clear credential, the employee with the earliest date of issuance of an emergency or pre-intern credential shall be considered the more senior employee.

If application of the foregoing criteria still fails to resolve a tie among two or more employees, the seniority of the remaining tied employees shall be determined by the numerical value of the last three digits of the "document number" on the most-recently issued credential, certificate, authorization, permit, or other official record listed by the California Commission on Teacher Credentialing on its website as of 12:00 p.m. on March 15, 2021. If this criterion is used, the employee with the highest three-digit number shall be considered the more senior employee.

The Superintendent is authorized to determine the number of tiebreaking points to be awarded to each employee and to determine the manner in which the tiebreaking criteria shall be applied.